CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
MARCH 17, 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 6:00 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

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 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION:
Nicole Brown v. City of Ontario and Ernest Thomas Diaz, San Bernardino Central Court, County of San Bernardino, Case No. CIV SB 2326872

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
Property: APN's: 1049-131-05 and 1049-131-06; 932-936 East Holt Boulevard; City/Authority

negotiator: Scott Ochoa or his designee; Negotiating parties: PS Southern California One, LLC; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
Property: APN: 0110-061-10; 1201 East Holt Boulevard; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Crossroads Ontario LLC; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
Property: APN: 0110-061-21; 1217-1227 East Holt Boulevard; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: 1217 Holt LLC; Under negotiation: Price and terms of payment.

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
Property: APNs: 0110-321-29, 0110-321-74, 0110-321-75, 0110-321-76, 0110-321-772350-2630 E. Inland Empire Boulevard; City/Authority negotiator: City Manager or his designee; Negotiating parties: Ikea Property, Inc; Under negotiation: Price and terms of payment.

ATTACHMENT: 20260317 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Porada

INVOCATION

Pastor Gresford Thomas, Ontario Seventh Day Adventist

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.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of February 17, 2026, and approving same as on file in the Records Management Department.

ATTACHMENT: 20260217 Meeting Minutes (Not Official Until Approved).docx

2. BILLS & PAYROLL

Bills February 6, 2026 through February 26, 2026, and Payroll January 25, 2026 through February 7, 2026.

3. A CONSTRUCTION CONTRACT WITH ELECNOR BELCO ELECTRIC, INC., FOR THE PEDESTRIAN HYBRID BEACON AT GROVE AVENUE AND ST. ANDREWS STREET

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Elecnor Belco Electric, Inc., of Chino, California, for the construction of the Pedestrian Hybrid Beacon at Grove Avenue and St. Andrews Street in the amount of $439,542 plus a 10% contingency of $43,954 for a total not-to-exceed contract amount of $483,496; 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 be 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: Bid Protest
ATTACHMENT: 02 - Contract.pdf

4. A DESIGN SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC., FOR

ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES FOR THE STATE ROUTE 60/ EUCLID AVENUE INTERCHANGE PHASED IMPROVEMENTS PROJECT

That the City Council authorize the City Manager, or his designee, to execute a Design Services Agreement with Michael Baker International, Inc., of Ontario, California, to provide environmental and engineering design services for the State Route 60/Euclid Avenue Interchange Phased Improvements Project for a total not-to-exceed contract amount of $1,799,766.

ATTACHMENT: 02 - Michael Baker International, Inc. - SR60 Euclid DSA.pdf

5. **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FCG CONSULTANTS, INC., FOR CONSTRUCTION MANAGEMENT, INSPECTION, GEOTECHNICAL TESTING, AND PUBLIC OUTREACH SERVICES FOR THE SAN ANTONIO STORM DRAIN PROJECT**

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with FCG Consultants, Inc., of Yorba Linda, California, to provide construction management, inspection, geotechnical testing, and public outreach services for the San Antonio Storm Drain Project in the amount of $1,988,250 for a total not-to-exceed contract amount of $2,588,250, and extend the contract for an additional one-year term; 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: 02 - FCG Consultants, Inc. - Amdt No. 2.pdf
ATTACHMENT: Exhibit_A-Location_Map.pdf

6. **A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH SLS PROPERTY SOLUTIONS, INC. FOR EMERGENCY ON-CALL BOARD UPS AND ABATEMENT**

That the City Council authorize Change Order #3 to the construction agreement with SLS Property Solutions Inc. of Santa Ana, CA for emergency board ups and abatements, extending the term of the agreement by one additional year and increasing the total not-to-exceed amount to $700,000 for the term of the agreement; and authorize the City Manager, or his designee, to execute said Agreement and future change orders within authorization limits.

ATTACHMENT: Updated Rates 1.14.26.pdf
ATTACHMENT: SLS Prop Solution_Change Order 3.pdf

7. **APPROVAL TO SUBMIT ESTABLISHMENT DOCUMENTS TO CREATE THE ONTARIO COMMUNITY AND YOUTH FOUNDATION, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

That the City Council authorize the City Manager and City Attorney, or their designees, to execute and file the Articles of Incorporation and Bylaws for the Ontario Community and

Youth Foundation, a nonprofit public benefit corporation, and authorize the completion, execution, and filing of all documents necessary to establish the organization as a tax-exempt entity under State and federal law.

ATTACHMENT: Ontario Community and Youth Foundation - Articles of Incorporation-c2

ATTACHMENT: Ontario Community and Youth Foundation - Bylaws-c3.pdf

8. AN ENCAMPMENT DELEGATED MAINTENANCE AGREEMENT BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION AND THE CITY OF ONTARIO

That the City Council authorize the City Manager or his designee to execute an Encampment Delegated Maintenance Agreement with the State of California, acting by and through the Department of Transportation (Caltrans) to specific maintenance functions.

ATTACHMENT: EDM Agreement_0001.pdf

9. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEORGE HILLS COMPANY, INC. FOR THIRD-PARTY ADMINISTRATION SERVICES FOR LIABILITY CLAIMS

That the City Council authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement with George Hills Company, Inc. of Rocklin, California, for third-party administration services for liability claims, extend the term by two years, and increase compensation by $371,567, for a total not-to-exceed amount of $850,315.

ATTACHMENT: Amendment No. 1_George Hills Company, Inc._.pdf

10. ADOPTION OF AN ORDINANCE ADDING CHAPTER 34 (FLAVORED TOBACCO; NITROUS OXIDE) TO TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE ONTARIO MUNICIPAL CODE, PROHIBITING THE SALE OF FLAVORED TOBACCO AND NITROUS OXIDE WITHIN THE CITY

That the City Council adopt an Ordinance prohibiting the sale of flavored tobacco, oil burners, nitrous oxide, and certain kratom products within the City.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING CHAPTER 34 (FLAVORED TOBACCO; NITROUS OXIDE) TO TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE ONTARIO MUNICIPAL CODE, PROHIBITING THE SALE OF FLAVORED TOBACCO, NITROUS OXIDE, AND KRATOM PRODUCTS WITHIN THE CITY, AND FINDING THE ORDINANCE TO BE EXEMPT FROM CEQA.

ATTACHMENT: Flavored Tobacco Nitrous Oxide Kratom Ordinance Update_RM

11. PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL AUDIT AND ACCOUNTING COMPLIANCE SERVICES

That the City Council authorize the City Manager or designee to execute a three year professional services agreement with the accounting firm CliftonLarsonAllen LLP of Irvine, California for $447,740 to perform annual auditing and accounting compliance services for the

City of Ontario, the Ontario Housing Authority, and the Successor Agency of the former Redevelopment Agency; and authorize extension of the agreement for up to two additional years subject to City Council approved budgets. If the City chooses to extend the contract for the additional fiscal years, the total compensation shall not exceed $768,480.

ATTACHMENT: 2026 CLA - Professional Service Agreement

12. A GOODS AND SERVICES AGREEMENT WITH RANCHO PACIFIC ELECTRIC CONSTRUCTION, INC., FOR THE ELECTRICAL SWITCH GEAR AT THE ONTARIO PROFESSIONAL BASEBALL STADIUM FLIGHT TOWER RESTAURANT PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Rancho Pacific Electric Construction, Inc., of Rancho Cucamonga, California, for the procurement of electrical switch gear at the Ontario Professional Baseball Stadium Flight Tower Restaurant Project D&C25-004 in the amount of $408,900, plus a 10% contingency of $40,890, for a total not-to-exceed contract amount of $449,790; 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, 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: Rancho Pacific Electric Inc - Goods and Services Agreement.pdf

13. A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ONTARIO AND IKEA PROPERTY INC.

That the City Council approve a Purchase and Sale Agreement (On file in the Records Management Department) for the property located at 2350-2630 East Inland Empire Boulevard in the City of Ontario and authorize the City Manager to execute all other documents required for implementation of the Agreement.

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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14. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-009) BETWEEN THE CITY OF ONTARIO AND WEST HAVEN 27, LLC.

That the City Council introduce and waive further reading of an Ordinance Approving a Development Agreement (File No. PDA21-009) between the City of Ontario and West Haven 27, LLC.

AN ORDINANCE OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA21-009, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND WEST HAVEN 27, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20696 (FILE NO. PMTT24-003), LOCATED AT THE SOUTHWEST CORNER OF RIVERSIDE DRIVE AND HAVEN AVENUE, WITHIN PLANNING AREA 1 OF THE WEST HAVEN SPECIFIC PLAN (APN: 0218-151-48).

ATTACHMENT: File No. PDA21-009_West Haven 27 LLC_01_EXH A&B.pdf
ATTACHMENT: 20260317 File No. PDA21-009_ PC Back-up.pdf
ATTACHMENT: File No. PDA21-009 West Haven 27 LLC 02 RM (1)
ATTACHMENT: File No. PDA21-009_West Haven 27 LLC_03_DEV_AGR.doc

15. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA25-005) BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC

That the City Council introduce and waive further reading of an Ordinance Approving a Development Agreement (File No. PDA25-005) between the City of Ontario, Legacy Land Partners, LLC, and Richland Ontario Developers, LLC.

AN ORDINANCE OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA25-005, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS LLC, AND RICHLAND ONTARIO DEVELOPERS LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP NO. 20792 (FILE NO. PMTT24-001), LOCATED ON THE SOUTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREA 5B OF THE RICH HAVEN SPECIFIC PLAN (APN: 0218-211-43).

ATTACHMENT: File No. PDA25-005_Richland Ontario Developers_01_EXH A&B.pdf
ATTACHMENT: 20260317 File No. PDA25-005 PC Back-up.pdf
ATTACHMENT: File_No._PDA25-005_Richland_Ontario_Developers_LLC_02_RM.docx
ATTACHMENT: File No. PDA25-005_Richland Ontario Developers LLC_03_DEV_AGR.docx

16. A PUBLIC HEARING TO CONSIDER CERTIFYING THE CENTERPARK SPECIFIC PLAN FINAL FOCUSED ENVIRONMENTAL IMPACT REPORT, AND TO CONSIDER APPROVAL OF THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002)

That the City Council take the following actions:

A. Consider and adopt a Resolution certifying the Final Focused Environmental Impact Report (State Clearinghouse No. 2025060731) prepared for the CenterPark Specific Plan (File No. PSP24-002), and adopting and approving a Mitigation Monitoring and Reporting Program, California Environmental Quality Act ("CEQA") Findings, and a Statement of Overriding Considerations.
B. Introduce and waive further reading of an Ordinance approving the CenterPark Specific Plan (File No. PSP24-002), appended to the attached Ordinance as "Attachment A",

pursuant to the facts and reasons contained in the staff report and subject to the conditions of approval appended to the attached Ordinance as "Attachment B".

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT CERTIFYING THE CENTERPARK SPEFIC PLAN FINAL FOCUSED ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2025060731), ADOPTING CEQA FINDINGS, STATEMENTS OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CENTERPARK SPECIFIC PLAN, LOCATED WITHIN THE SOUTHWESTERN PORTION OF THE CITY OF ONTARIO BOUNDED BY A SOUTHERN CALIFORNIA EDISON EASEMENT LOCATED APPROXIMATELY 330 FEET NORTH OF EDISON AVENUE, WALKER AVENUE ON THE EAST, EUCALYPTUS AVENUE ON THE SOUTH, CAMPUS AVENUE ON THE WEST, AND BISECTED BY EDISON AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 1053-301-01, -02; 1053-311-01, -02, 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01,-02, -09; 0216-321-03, -08; 0216-322-03, -04, -10.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, PURSUANT TO THE CERTIFIED FOCUSED ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2025060731) FOR THE CENTERPARK SPECIFIC PLAN, THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002), TO ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, DESIGN GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF UP TO 4,293 RESIDENTIAL DWELLING UNITS, 115,809 SQUARE FEET OF RETAIL USES, 135,110 SQUARE FEET OF OFFICE USES, AND 68 ACRES OF OPEN SPACE (PARKLAND/NON-RECREATIONAL USES) ON APPROXIMATELY 258 ACRES OF LAND AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 1053-301-01, -02, 1053-311-01, -02, 1053-321-01, -02, -03, 1053-331-01, -02, -03, -04, 1053-341-01, -02; 1053-351-01, -02, 1053-361-01, -02, -03, 1053-371-01, -02, 0216-311-01, -02, -09, 0216-321-03, -08, 0216-322-03, -04, -10.

ATTACHMENT: 20260317 File No. PSP24-002 CC_01 PC Back-up.pdf
ATTACHMENT: 20260317_File_No._PSP24-002_CC_02_FEIR_Reso_RM.docx
ATTACHMENT: 20260317 File No. PSP24-002 CC_03 CenterPark Final EIR.pdf
ATTACHMENT: 20260317 File No. PSP24-002 CC_04 CenterPark SP_MMRP.pdf
ATTACHMENT: 20260317 File No. PSP24-002 CC_05 CenterPark FEIR Appendices Memo.docx
ATTACHMENT: 20260317_File_No._PSP24-002_CC_06_SP_Ord_RM.docx
ATTACHMENT: 20260317 File No. PSP24-002 CC_07 CenterPark Specific Plan.pdf
ATTACHMENT: 20260317 File No. PSP24-002 CC_08 SP COA.pdf

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

17. JAY LITTLETON BALL PARK

That the City Council give direction regarding the recommended conceptual plan for Jay Littleton Ball Park and review corresponding reports.

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)*
March 17, 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 54956.9 (d)(1), CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION: Nicole Brown v. City of Ontario and Ernest Thomas Diaz, San Bernardino Central Court, County of San Bernardino, Case No. CIV SB 2326872

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

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

- GC GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Property: APN's: 1049-131-05 and 1049-131-06; 932-936 East Holt Boulevard; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: PS Southern California One, LLC; 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)*
March 17, 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 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Property: APN: 0110-061-10; 1201 East Holt Boulevard; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Crossroads Ontario LLC; 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: 0110-061-21; 1217-1227 East Holt Boulevard; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: 1217 Holt LLC; 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)
March 17, 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 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Property: APNs: 0110-321-29, 0110-321-74, 0110-321-75, 0110-321-76, 0110-321-772350-2630 E. Inland Empire Boulevard; City/Authority negotiator: City Manager or his designee; Negotiating parties: Ikea Property, Inc; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

ONTARIO CITY COUNCIL/
ONTARIO HOUSING AUTHORITY
MINUTES
FEBRUARY 17, 2026
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, February 17, 2026, at Ontario City Hall, 303 E. B Street Ontario, California.

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:02 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.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Ontario Police Department Honor Guard.

INVOCATION

Invocation was led by Pastor Brian Kennedy from Mt. Zion Church.

SPECIAL CEREMONY

Ontario Police Chief Retirement Ceremony

The City Council recognized outgoing Police Chief Mike Lorenz.

Public Comments:
Anthony Moreno recognized Chief Lorenz on behalf of Senator Susan Rubio's office.
District Attorney Jason Anderson congratulated Chief Lorenz on his accomplishments.

The City Council presented the outgoing Chief with a certificate of recognition. Chief Lorenz offered remarks reflecting on his service and expressed gratitude for the recognition.

Mayor Leon called a recess at 6:29 p.m. and reconvened at 6:46 p.m.

PUBLIC COMMENT

Assistant City Clerk Isbell announced written communications:
Dennis Kubanis, regarding Jay Littleton Ballpark.
Mel Hagen, regarding Jay Littleton Ballpark.
Mel B., regarding Jay Littleton Ballpark.
Martha Lopez, regarding Jay Littleton Ballpark.
Julian Higgins, regarding Jay Littleton Ballpark.
Hilda Ambriz, regarding Jay Littleton Ballpark.
Fawne Soto, regarding Jay Littleton Ballpark.
Elizabeth Filadelfia, regarding Jay Littleton Ballpark.
Meena Duguay, regarding Jay Littleton Ballpark.
Salina Canales, regarding Jay Littleton Ballpark.
Brian Monnich, regarding Jay Littleton Ballpark.
Valerie Merancio, regarding Jay Littleton Ballpark.
Brad Neumann, regarding a personal claim.

Mayor Leon called upon the speakers:
Dale Roberts, spoke of his interactions with the Police Department.
Ken Braithwaite, spoke regarding Jay Littleton Ballpark.
Gloria Jones, spoke regarding Jay Littleton Ballpark.
Chris Robles, spoke regarding Jay Littleton Ballpark.
Kizzee, spoke on Grove Plaza community improvement concerns and restoring Jay Littleton Ballpark.
Charlene Littleton, spoke regarding Jay Littlteton Ballpark.
Joe Vlietstra, spoke regarding the preservation of the Scout House on Grove and Fourth Street.
David Austin, spoke regarding the preservation of the Scout House on Grove and Fourth Street.
Monica Ibarra, spoke on Grove Plaza community improvement and safety concerns

Council Member Macias left the chamber at 7:10 p.m. and returned to the dais at 7:13 p.m.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa had no announcements.

City Attorney Duran announced the salary information for Agenda Item No. 15, a Resolution proposing a base salary range EX 10 for the incoming Police Chief between

approximately $26,201.07 and $34,845.20, management incentive pay of approximately $1,637.57 to $2,177.83, for a total salary between approximately $27,838.64 and $37,023.03 per month, with fringe benefits of approximately $5,586.54 and $6,278.07 per month.

CONSENT CALENDAR

MOTION: Moved by Council Member Bowman, 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 January 16, 2026, through January 29, 2026, in the amount of $73,659,632.37, and Payroll December 28, 2025 through January 10, 2026, in the amount of $6,110,459.39.

2. A CONSTRUCTION CONTRACT WITH HARDY & HARPER, INC. FOR THE 2026 SPRING CDBG PAVEMENT REHABILITATION PROJECT

The City Council authorized the City Manager, or his designee, to execute a construction contract with Hardy & Harper, Inc., of Lake Forest, California, for the 2026 Spring CDBG Pavement Rehabilitation Project in the amount of $1,399,000, plus a 10% contingency of $139,900 for a total not-to-exceed contract amount of $1,538,900; and to execute all documents required for the completion of the project, which may include, but is not limited to agreements, assessments, easements, reduction of retention accounts, contracts, amendments within authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

3. A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA25-003, REVISING AND CLARIFYING CERTAIN PROVISIONS OF THE CITY OF ONTARIO DEVELOPMENT CODE

The City Council adopted 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. Introduction and first reading took place at the regular meeting of December 16, 2025.

ORDINANCE NO. 3322 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.

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

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

5. PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL ARCHITECTURAL SERVICES

The City Council authorized the City Manager, or designee, to execute three-year On-Call Professional Services Agreements with five firms specializing in providing consulting services related to architecture and historic preservation; and authorize the City Manager, or designee, the option to extend the agreements for up to two additional one-year periods. In no event shall the proposed agreements with each firm exceed $500,000 over a five-year period.

6. AUTHORIZE THE PURCHASE OF FLEET VEHICLES

The City Council took the following actions:

A. Authorized the sole source purchase and delivery of three EV Mack Automated Refuse Trucks with EV Chargers for the Integrated Waste Department for a total not-to-exceed amount of $2,297,513 from Tec Equipment of La Mirada, California. Tec Equipment was the sole vendor that was able to provide a compliant BABA (Build America Buy America) refuse truck; and
B. Authorized the cooperative purchase and delivery of two Ford F-650 Bin Cleaning Trucks for the Integrated Waste Department for a total not-to-exceed amount of $627,542 from PB Loader of Fresno, California, consistent with the terms and conditions of the Sourcewell Cooperative Contract No.050625-PBL.

7. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SPORTS FACILITIES COMPANIES, INC. FOR CONSULTING SERVICES

City Council authorized the City Manager or his designee, to execute Amendment No. 1 to the Professional Services Agreement with Sports Facilities Companies, Inc. of Clearwater, Florida, for consulting services and site activation for the Ontario Sports Empire; in the amount of $1,023,076 for a total not-to-exceed contract amount of $1,802,176.

8. FY 2025-26 MID-YEAR BUDGET UPDATE

The City Council took the following actions:

A. Approved the budget adjustments and recommendations as presented in the Fiscal Year 2025-26 Mid-Year Budget Update Report (Exhibit A);
B. Adopted a Resolution amending the list of Deputy City Treasurers authorized to invest City funds in the Local Agency Investment Fund (LAIF) and other eligible investment securities; and
C. Adopted a Reimbursement Resolution making a declaration of intent when issuing tax-exempt obligations for the City's public capital improvements

RESOLUTION NO. 2026-009 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. 2025-171

RESOLUTION NO. 2026-010 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE INVESTMENT OF CITY FUNDS AND HEREBY RESCINDING RESOLUTION NO. 2025-172.

RESOLUTION NO. 2026-011 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REGARDING ITS INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS.

9. APPROVAL OF THE MAINTENANCE SERVICES AGREEMENT AND SOLE SOURCE PURCHASE FOR EPOXY FLOORING WITH CENTIMARK

The City Council authorized the City Manager or his designee to execute all documents necessary for the Agreement and Sole Source purchase for epoxy flooring in the amount of $150,000 from CentiMark Corporation out of Canonsburg, Pennsylvania with a not-to-exceed amount of $224,930.

10. AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR LEGAL AND TECHNICAL SERVICES PERTAINING TO WATER MATTERS

The City Council authorized the City Manager, or designee, to execute Amendment No. 4 to the Professional Services Agreement with Stoel Rives LLP of Sacramento, California for legal and technical services relating to water supply and water rights in the amount of $570,000 for a total not-to-exceed amount of $1,404,000, and a term from July 1, 2025 to June 30, 2027.

11. AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH

RAFTELIS FINANCIAL CONSULTING INC. FOR WATER AND SEWER FINANCIAL COST ANALYSES

The City Council authorized the City Manager, or designee, to execute Amendment No. 1 to the Professional Services Agreement with Raftelis Financial Consultants Inc. of Los Angeles, California, for Water and Sewer Financial Cost Analyses and Rate Study Services in the amount of $160,845 for a new total revised not-to-exceed amount of $215,920 and a term from February 1, 2026 to January 31, 2028.

12. ADOPTION OF AN ORDINANCE APPROVING MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTIONS 7070, ET. SEQ.

The City Council adopted an Ordinance adopting a Military Equipment Use Policy. Introduction and first reading took place at the regular meeting of February 3, 2026.

ORDINANCE NO. 3327 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE §§ 7070, ET. SEQ.

13. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR BUILDING PLAN CHECK SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with Willdan Engineering for Building Plan Check Services, increasing the contract amount by $1,585,000 for a total not to exceed amount of $4,085,000.

14. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BPR CONSULTING GROUP, LLC FOR BUILDING PLAN CHECK SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with BPR Consulting Group, LLC for building plan check services, increasing the contract amount by $1,750,000 for a total not to exceed amount of $4,250,000.

15. ADOPTION OF A RESOLUTION TO CONFIRM THE APPOINTMENT OF A NEW POLICE CHIEF

The City Council adopted a Resolution confirming the appointment of a new Police Chief at a salary within the range consistent with EX 10.

RESOLUTION NO. 2026-012 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, TO CONFIRM THE APPOINTMENT OF POLICE CHIEF.

PUBLIC HEARINGS

16. A PUBLIC HEARING TO CONSIDER A DEVELOPMENT CODE AMENDMENT, FILE NO. PDCA26-001, 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. PDCA26-001, a Development Code Amendment revising and clarifying certain provisions of Chapter 5.0 (Zoning and Land Use) of the City of Ontario Development Code.

ORDINANCE NO. 3328 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDCA26-001, A DEVELOPMENT CODE AMENDMENT REVISING AND CLARIFYING CERTAIN PROVISIONS OF CHAPTER 5.0 (ZONING AND LAND USE) OF THE CITY OF ONTARIO DEVELOPMENT CODE, AND MAKING FINDINGS IN SUPPORT THEREOF.

City Clerk Mautz announced one written communication from Lory Masonis, with questions.

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

MOTION: Moved by Council Member Porada, seconded by Council Member Bowman and carried by a unanimous vote of 5-0, to introduce Ordinance No. 3328.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

17. RESOLUTIONS WITHDRAWING TWO REFERENDUM MEASURES AND CANCELLING THE JUNE 2, 2026 SPECIAL MUNICIPAL ELECTION

The City Council adopted Resolutions to withdraw two referendum measures from the June 2, 2026, Special Municipal Election ballot and to cancel the election for the measures.

RESOLUTION NO. 2026-013 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, WITHDRAWING A QUALIFIED REFERENDUM MEASURE (PROTESTING THE DIVERSIFIED PACIFIC DEVELOPMENT AGREEMENT) FROM AND CANCELLING THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026.

RESOLUTION NO. 2026-014 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, WITHDRAWING A QUALIFIED REFERENDUM MEASURE (PROTESTING THE EMPIRE GROVES SPECIFIC PLAN) FROM AND CANCELLING THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026.

Mayor Leon called on City Manager Ochoa to provide an overview of the item, there were no written communications.

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. 2026-013 and 2026-014.

STAFF MATTERS

City Manager Ochoa had no updates.

COUNCIL MATTERS

Council Member Porada announced the upcoming Ontario Heritage Golf Tournament and Symphony Orchestra Concert.

Mayor pro Tem Wapner congratulated incoming Police Chief Rudy Lopez.

Council Member Macias had no comments.

Council Member Bowman had no comments.

Mayor Leon noted Staff would properly notice when the comprehensive report on Jay Littleton Ballpark was ready.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 7:30 p.m.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Guillermo Perez Department: Public Works Prepared By: Jay Bautista Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **A CONSTRUCTION CONTRACT WITH ELECNOR BELCO ELECTRIC, INC., FOR THE PEDESTRIAN HYBRID BEACON AT GROVE AVENUE AND ST. ANDREWS STREET**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Construction Contract with Elecnor Belco Electric, Inc., of Chino, California, for the construction of the Pedestrian Hybrid Beacon at Grove Avenue and St. Andrews Street in the amount of $439,542 plus a 10% contingency of $43,954 for a total not-to-exceed contract amount of $483,496; 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 be 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:
Maintain the Current High Level of Public Safety
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The recommended Construction Contract with Elecnor Belco Electric, Inc., is in the amount of $439,542, plus a 10% contingency of $43,954, for a total not-to-exceed contract amount of $483,496. If approved, additional appropriations in the Road Maintenance and Rehabilitation Account (RMRA-SB1) Fund will be included in future quarterly budget updates to the City Council for the Pedestrian Hybrid Beacon at Grove Avenue and St. Andrews Street.

BACKGROUND & ANALYSIS: The general scope of work to be performed under this Construction Contract consists of, but is not limited to, the construction of traffic signal poles, foundations,

conductors, conduits, and signing and striping, as necessary to complete the installation of a new Pedestrian Hybrid Beacon Signal at Grove Avenue and St. Andrews Street. The project will improve overall pedestrian access, enhance pedestrian safety, and provide a higher level of traffic control.

In December 2025, nine bids were received for Bid No. 1969 Construction of Pedestrian Hybrid Beacon at Grove Avenue and St. Andrews Street (TR2501). The bid results are listed below:

VENDOR	LOCATION	AMOUNT
Estate Design and Construction	Culver City, California	$ 339,300
Elecnor Belco Electric, Inc.	Chino, California	$ 439,542
PTM General Engineering Service Inc.	Riverside, California	$ 459,841
Baker Electric & Renewable LLC	Escondido, California	$ 475,474
High - Light Electric, Inc.	Riverside, California	$ 485,555
DBX, Inc.	Temecula, California	$ 487,110
California Professional Engineering Inc.	La Puente, California	$ 494,849
Select Electric Inc.	Anaheim, California	$ 514,947
Garcon Construction	Ontario, California	$ 600,400

Elecnor Belco Electric, Inc., of Chino, California, is the apparent second lowest bidder that met all the required specifications with a base cost of $439,542. Based on credentials, staff recommends awarding a Construction Contract to Elecnor Belco Electric, Inc., for the Pedestrian Hybrid Beacon Signal at Grove Avenue and St. Andrews Street.

Staff recommends that the City Council reject the low bid submitted by Estate Design and Construction as non-responsible due to insufficient demonstrated experience with projects of similar scope and complexity. The City provided the bidder an opportunity to submit documentation supporting its qualifications and relevant experience, and the bidder’s response is included with this report. Upon review, City staff determined that the experience presented is not sufficiently comparable to the work required under this contract and does not adequately demonstrate the firm’s ability to satisfactorily perform the project.

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

ESTATE
DESIGN & CONSTRUCTION

Date: January 29, 2026

To:
City of Ontario
Engineering Department
Attn: Guillermo Perez, MS
Assistant Engineer
303 East B Street
Ontario, CA 91764

Re: Bid Protest and Rebuttal of Non-Responsibility Determination
Project: Construction of Pedestrian Hybrid Beacon at Grove Avenue and Saint Andrews Street (TR2501)
Bidder: Estate Design and Construction

Dear Mr. Perez,

Estate Design and Construction hereby submits this **formal bid protest and rebuttal** in response to the City of Ontario's **Notice of Intent to Reject Bid dated January 26, 2026**, which states that the City intends to reject our bid on the basis of an *"apparent lack of experience, or satisfactory experience, with similar work"*

Respectfully, this conclusion is **not supported by the project record**. Estate Design and Construction has **substantial, documented experience performing public roadway, concrete, traffic control, ADA, and right-of-way improvements** that are **directly comparable** to the scope of Project TR2501.

1. Demonstrated Experience with Roadway & Public Infrastructure Work

Estate Design and Construction is an active public-works contractor that routinely performs work involving **traffic control, concrete improvements within the public right-of-way, coordination with city engineers, and compliance with municipal standards**.

Representative projects include:

Stormwater Bio-Retention Improvement – City of Inglewood, CA

Contract Value: $1,000,000+
Scope of Work Includes:

- Sawcutting and removal of existing roadway improvements
- Construction of curb and gutter per SPPWC standards
- Concrete pavement reconstruction
- Traffic control and pedestrian safety measures
- Work performed within active arterial roadways

This project required **the same core competencies** as the Ontario PHB project: public right-of-way work, traffic control coordination, concrete flatwork, and compliance with city engineering standards.

2025 Sidewalk Repairs & Replacement Project – City of Morgan Hill, CA

Scope of Work Includes:

- Removal and replacement of damaged concrete sidewalks
- Construction of curb and gutter
- ADA curb ramps
- Coordination with city inspectors
- Compliance with prevailing wage and public-works requirements

This work directly aligns with the **concrete, ADA, and pedestrian-focused components** of the Pedestrian Hybrid Beacon project.

Construction of Pedestrian Hybrid Beacon – Grove Ave & Saint Andrews St (Ontario Bid Scope)

As evidenced in our submitted bid documents, Estate Design and Construction priced and scoped:

- Traffic control
- Striping and signage improvements
- Concrete curb, gutter, sidewalk, and curb ramps
- Surveying and public-right-of-way coordination

These bid items are **not outside our normal scope of work** and are consistent with our completed municipal projects.

Additional Public Infrastructure Experience

Further public-sector construction experience includes:

- **Adrienne Mitchell Park – Public Restroom & Site Improvements** (concrete, site access, public coordination)
- **Wash Water Recovery Unit Structural Improvements** (structural concrete and anchorage)
- **Control Room Reconfiguration – Municipal Facility** ($1M+ public agency project involving strict coordination and compliance)

While not roadway projects in name, these projects required **the same level of engineering coordination, inspection compliance, scheduling discipline, and public-agency accountability** expected on Ontario roadway work.

2. The City's Determination Lacks a Factual Basis

The Notice of Intent cites an *"apparent lack of experience"* but does **not identify any specific deficiency**, failed project, or missing qualification. The record instead reflects that Estate Design and Construction:

- Has successfully completed multiple municipal projects
- Regularly performs concrete, sidewalk, curb, and traffic-adjacent work
- Holds the proper licensure and bonding capacity
- Submitted a complete and responsive bid

A determination of non-responsibility must be **supported by substantial evidence**, not general impressions. Based on the documented project history above, such evidence does not exist.

3. Request for Reconsideration or Responsibility Review

Accordingly, Estate Design and Construction respectfully requests that the City of Ontario:

1. **Reconsider its non-responsibility determination**, or
2. **Provide a responsibility clarification meeting or hearing** to address any specific concerns regarding our experience

We are fully prepared to provide additional project documentation, references, and clarifications upon request.

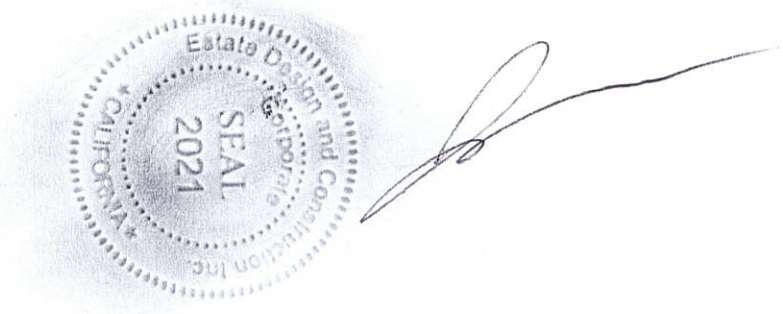
4. Reservation of Rights

This bid protest is submitted in accordance with the Contract Documents and applicable California law. Estate Design and Construction expressly **reserves all rights and remedies** available.

Thank you for your time and consideration. We appreciate the opportunity to correct the record and look forward to the City's response.

Respectfully submitted,

Estate Design and Construction
Jaylen Thomas, Director of Operations
5701 Buckingham Pkwy, Unit C
Culver City, CA 90230
(310) 810-7319| jthomas@estatednc.com



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

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated 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:

CONSTRUCTION OF PEDESTRIAN HYBRID BEACON AT GROVE AVENUE AND SAINT ANDREWS STREET

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 **90 calendar days** from the commencement date stated in the Notice to Proceed, herein after the Contract Time. 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 **Four Hundred Thirty-Nine Thousand Five Hundred and Forty-Two Dollars ($439,542)**, hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and everyday 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 **$3,500** for each and every calendar day of delay in completing the Work beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event 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 Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

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

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

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

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following documents, each of which is incorporated into this Contract by reference:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Contractor's Certificate Regarding Workers' Compensation form
Bid Bond
List of Subcontractors form
Contractor Information and Experience Form
Non-Collusion Declaration form
Public Works Contractor Registration Certification form
Iran Contracting Act Certification form
Fleet Compliance Certification form
Contract
Performance Bond
Payment Bond
Environmental documents and approvals (If Applicable)
General Conditions
Special Conditions

Standard Specifications for Public Works Construction (Greenbook), Latest Edition, except Sections 1-9
Technical Specifications
Addenda (If Applicable)
Plans and Drawings
Approved and fully executed Change Orders
Applicable Local Agency Standards and Specifications, as last revised
Federal Requirements (If Applicable)
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents. All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. 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.

[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

ELECNOR BELCO ELECTRIC, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

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

END OF CONTRACT

CITY OF ONTARIO *Agenda Report* **March 17, 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, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **A DESIGN SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC., FOR ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES FOR THE STATE ROUTE 60/ EUCLID AVENUE INTERCHANGE PHASED IMPROVEMENTS PROJECT**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute a Design Services Agreement with Michael Baker International, Inc., of Ontario, California, to provide environmental and engineering design services for the State Route 60/Euclid Avenue Interchange Phased Improvements Project for a total not-to-exceed contract amount of $1,799,766.

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: The recommended Design Services Agreement with Michael Baker International, Inc., is in the amount of $1,799,766. Of this total, $998,870 (55.5%) will be reimbursed by the San Bernardino County Transportation Authority's (SBCTA) Measure I San Bernardino Valley Freeway Interchange Program for eligible environmental and design phase costs. The remaining $800,896 (44.5%) represents the City's required local match and will be funded from the Ontario Ranch - Regional Streets and Capital Projects Funds. If approved, additional appropriations will be included in future quarterly budget updates to the City Council as needed for the State Route 60/Euclid Avenue Project.

BACKGROUND & ANALYSIS: The general scope of work to be performed under this Design Services Agreement consists of providing environmental and engineering design services for the State Route 60/Euclid Avenue Interchange Phased Improvements Project. The project includes adding northbound dual left-turn lanes at the westbound on-ramps and southbound dual left-turn lanes at the eastbound on-ramps. These improvements will be completed in two phases. Phase 1 will involve extending the existing northbound and southbound single left-turn pockets. Phase 2 will include full implementation of the northbound and southbound dual left-turn lanes, along with associated improvements to the westbound and eastbound on-ramps. The project is intended to

improve traffic operations, increase roadway capacity, and enhance overall safety at the interchange.

On December 17, 2025, the City received three qualified proposals in response to Request for Proposals (RFP) No. 1957 for Environmental and Engineering Design Services for the State Route 60/Euclid Avenue Interchange Phased Improvements Project. The proposal results are listed below:

VENDOR	LOCATION	PROPOSED FEE	PROPOSAL SCORE
EXP U.S. Services, Inc.	Riverside, CA	$1,868,186	142
Michael Baker International, Inc.	Ontario, CA	$1,799,765	152
MNS Engineers, Inc.	Riverside, CA	$1,394,834	57

A review team consisting of Engineering Department Staff reviewed the proposals, scored the candidates, and made their recommendations based upon qualifications, understanding of the City's needs, history of completing similar projects, and criteria specified in the RFP.

Of the three consultants, the following two scored the highest and were selected to participate in interviews on January 22, 2026: EXP U.S. Services, Inc. and Michael Baker International, Inc.

After careful evaluation of the written proposals and interviews, Michael Baker International, Inc., of Ontario, California, was determined to be the best overall qualified respondent. The firm demonstrated a broad range of expertise through the successful delivery of similar projects for nearby municipal agencies, as well as strong technical proficiency, a proactive approach to risk management, and extensive familiarity with interchange improvements and coordination with Caltrans District 8.

If approved, Michael Baker International, Inc., will prepare the required Environmental Document, and Plans, Specifications and Estimates (PS&E) for Phase 1 and Phase 2 of the Project. The scope will also include obtaining Caltrans approval for the work impacting the State right-of-way, utility coordination and relocation and completion of all required analyses.

CITY OF ONTARIO
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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

CITY OF ONTARIO
DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized and operating 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 **Michael Baker International, Inc.,** a **Corporation** with its principal place of business at **3536 Concours St., Suite 100, Ontario, California 91764** (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant**.** Consultant desires to perform and assume responsibility for the provision of certain professional **engineering** design services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an **engineer** in the State of California.

2.3 Project**.** City desires to engage Consultant to render such services for the **Environmental and Engineering Design Services** for the **State Route 60/Euclid Avenue Interchange Phased Improvements** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Consultant.

3.1.1 Scope of Services. Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering** and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout

this Agreement, including Exhibit "A" 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.

3.1.2 Term. The term of this Agreement shall be from **March 17, 2026 to March 17, 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. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Project Consultant; Key Personnel.

3.2.1 Engineer of Record. Consultant shall name a specific individual to act as Project Consultant, subject to the approval of City. Consultant hereby designates **Danny Walden, P.E.** (License No. **C82536**) to act as the **Engineer of Record** for the Project. The **Engineer of Record** shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Engineer of Record shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new **Engineer of Record** shall be of at least equal competence as the prior **Engineer of Record**. In the event that City and Consultant cannot agree as to the substitution of a new **Engineer of Record**, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the **Engineer of Record**, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Lonnie Druliner, P.E. Octavio Hernandez, P.E., T.E.**

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them 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, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant 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 or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. Consultant shall defend, indemnify and hold City, its officials, 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.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances

regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City, and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the following may be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any Force Majeure Event (as defined herein) or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Force Majeure Events. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within fifteen (15) calendar days of the beginning of an Force Majeure Event, 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 shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.7.6 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the Parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Services.

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services

listed in Exhibit “A” attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, “Additional Services” mean: (1) 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 for the Consultant to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit “A” attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Consultant to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Consultant is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Consultant's services for the Project.

3.9 City Responsibilities. City’s responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget

limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 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 Contract. The City Manager hereby designates **Tricia Maruki, P.E.,** or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **One Million Seven Hundred Ninety-Nine Thousand Seven Hundred Sixty-Six Dollars and 00/100 ($1,799,766.00)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services 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. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of $1,000; and (5) other costs, fees and expenses in excess of $1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the Parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Consultant shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services 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 thirty (30) days of receiving such statement, review

the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from Parties not within the Consultant's reasonable control.

3.10.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It shall be mandatory upon the Consultant and all subconsultants 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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

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

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

3.10.7 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.11 Notice to Proceed.

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Consultant's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

3.12.2 City's Suspension of Work. If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice

from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Consultants. 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.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project or the date of final payment, whichever occurs last, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

(a) The construction of all or part of this Project.

(b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect

to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and reasonable attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or

termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.15 Insurance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

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

3.15.2 Additional Insured. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Coverage	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)

(b) If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

(c) Defense costs shall be payable in addition to the limits.

(d) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

(a) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

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

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

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

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

3.15.12 Subconsultant Insurance Requirements

(a) Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for **Engineering** services between City and the Consultant chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Bernardino County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

3.27 Safety.

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

3.28 Harassment Policy.

Consultant shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Consultant shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Consultant's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

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

CITY:	CONSULTANT:
City of Ontario 303 East “B” Street Ontario, CA 91764 Attn: Tricia, Maruki, Engineering Department	Michael Baker International, Inc. 3536 Concours St., Suite 100 Ontario, CA 91764 Attn: Danny Walden, P.E.

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.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, 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.

3.33 Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 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.

3.35 Subcontracting.

As specified in this Agreement, Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written

approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the Parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the Parties hereto. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MICHAEL BAKER INTERNATIONAL, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO	**MICHAEL BAKER INTERNATIONAL, INC.**
Approved By:	By: _____
_____	Its: _____
Scott Ochoa City Manager	Printed Name: _____
Approved as to Form:	By: _____
_____	Its: _____
Best Best & Krieger LLP City Attorney	Printed Name: _____
Attested By:	[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]
_____	
City Clerk	

EXHIBIT "A"
SCOPE OF SERVICES

PROJECT DESCRIPTION

The City of Ontario is requesting proposals from qualified professional engineering firms to provide environmental and engineering design services for improvements to the State Route 60 (SR-60)/Euclid Avenue Interchange. The Project includes adding northbound dual left turn lanes at the westbound ramps and southbound dual left turn lanes at the eastbound ramps. The overall project design will be executed in two (2) phases, which will be initiated concurrently, with construction of Phase 1 anticipated to commence first.

Phase 1 will involve the extension of the existing northbound and southbound single left turn pockets. Phase 1 will include preparing plans, specifications and engineer's estimate (PS&E); obtaining a Caltrans encroachment permit; utility relocation/coordination; and construction support.

Phase 2 will involve full implementation of the northbound and southbound dual left turn lanes and any associated improvements to the westbound and eastbound on-ramps. Phase 2 will include preparing the Environmental Document with any necessary analysis/studies; preparing plans, specifications and engineer's estimate (PS&E); obtaining Caltrans approval (anticipating DEER QMAP), including any design exceptions; utility relocation/coordination; and construction support.

SR-60 is an east-west transportation route and freight corridor within Los Angeles, San Bernardino and Riverside counties. It connects the Los Angeles metropolitan area with southwest San Bernardino and northwest Riverside counties. The west terminus is located at its junction with I-10 in Los Angeles. Its east terminus is located at the junction with I-10 in Beaumont. It is also a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks. The segment of SR-60 within the Project limit is a divided ten-lane freeway. It has four mixed-flow lanes and one High Occupancy Vehicle (HOV) lane in each direction. Based on Caltrans 2023 Traffic Data, the annual average daily traffic (AADT) volume to the west of the interchange is 217,000 and to the east of the interchange is 216,000.

Euclid Avenue is a north-south Principal Arterial and designated Truck Route in the City of Ontario, providing access throughout the City to neighborhoods, commercial hubs, civic services, and regional transportation facilities. Euclid Avenue provides access to existing and future industrial business park land uses between Schaefer Avenue and Merrill Avenue. It also provides access to the Cities of Upland and Chino. Currently, it is a six-lane divided roadway with a raised median, Class II buffered bike lanes, curbs and sidewalks to the south of the interchange and a four-lane divided roadway with a raised median, Class II buffered bike lanes, curbs and sidewalks to the north of the interchange. Existing truck traffic from Euclid Avenue to SR-60 is currently causing congestion issues, with trucks occasionally blocking nearby intersections. As industrial activities increase in the southwestern area of Ontario Ranch, truck traffic is expected to increase. As a result, expanding the capacity at the interchange is necessary to accommodate both current and future demand.

The existing Euclid Avenue undercrossing (UC), PM R4.56, Bridge Number 54-0751, is comprised of westbound (WB) and eastbound (EB) structures built in 1970. There are no proposed impacts or improvements to the Euclid Avenue UC structure by the Project.

The interchange is currently a Type L-1 compact diamond interchange. The existing entrance ramps are metered single lane facilities. Existing development land use in the immediate vicinity of the westbound on-ramp is low to medium density residential and general commercial. Existing development land use adjacent to the eastbound on-ramp is a gas station, motel and single family residential.

The Consultant is expected to furnish all services as required to complete the scope of services described below and to manage and control costs and resources, and complete work in adherence to the agreed upon Project schedule. The Consultant will assign a Project Manager who will act as the City's primary contact and will be entirely responsible for project management activities throughout the duration of the project. The following is a suggested breakdown of Project tasks and should be incorporated into the fee schedule under the appropriate activities.

Consultant shall be aware that certain labor categories may be subject to prevailing wage rates as identified in the California Labor Code commencing Section 1770 et. Seq. Determination of whether or not Prevailing Wages shall apply will be determined when the City's project manager identifies the scope of specific task orders. Please refer to Paragraph I.10 "Prevailing Wage" of this RFP, and Paragraph 3.10.6 "Prevailing Wages" of the DSA for further requirements.

Expected services to be provided under this contract may include but are not limited to:

TASK 0.1 - PROJECT MANAGEMENT

A. Project Development Team (PDT) Meetings

Consultant shall coordinate and attend Project Development Team (PDT) meetings. Minutes shall be prepared by the Consultant and distributed to the PDT at each meeting. An Action Item list shall be updated and prepared for each meeting.

B. Prepare/Update Project Schedule

Consultant shall prepare a project schedule at the commencement of the project and provide an updated schedule at each meeting.

Deliverables:

- Meeting Minutes
- Project Schedule

TASK 0.2 - SURVEY

All surveys shall be performed by Consultant in accordance with accepted professional surveying standards. The consultant shall be responsible to verify datum with the City. Consultant shall obtain applicable encroachment permits from the City of Ontario and Caltrans prior to beginning any field investigation. Additionally, if a traffic control plan is required, Consultant shall prepare the plan. Such documents shall be forwarded to the respective permit issuing agency, for review and concurrence prior to beginning any field investigation.

The Consultant shall complete a topographic survey map of the site to prepare a base map for the construction plans for both phases. This includes, but is not limited to:

1. Horizontal and vertical control, topographical surveys within the right-of-way, cross sections, grid grades, open-ended traverses, profile data sheets and required documentation. (Horizontal Control shall be based on NAD 83; Vertical Control shall be based on NAVD 88).

2. Establish street centerlines, right-of-way lines existing and proposed, and all easements from available record information.

3. Provide the basis-of-bearing and benchmark information used for the survey and necessary for construction.

4. Locate and tie any features that would affect the design or construction.

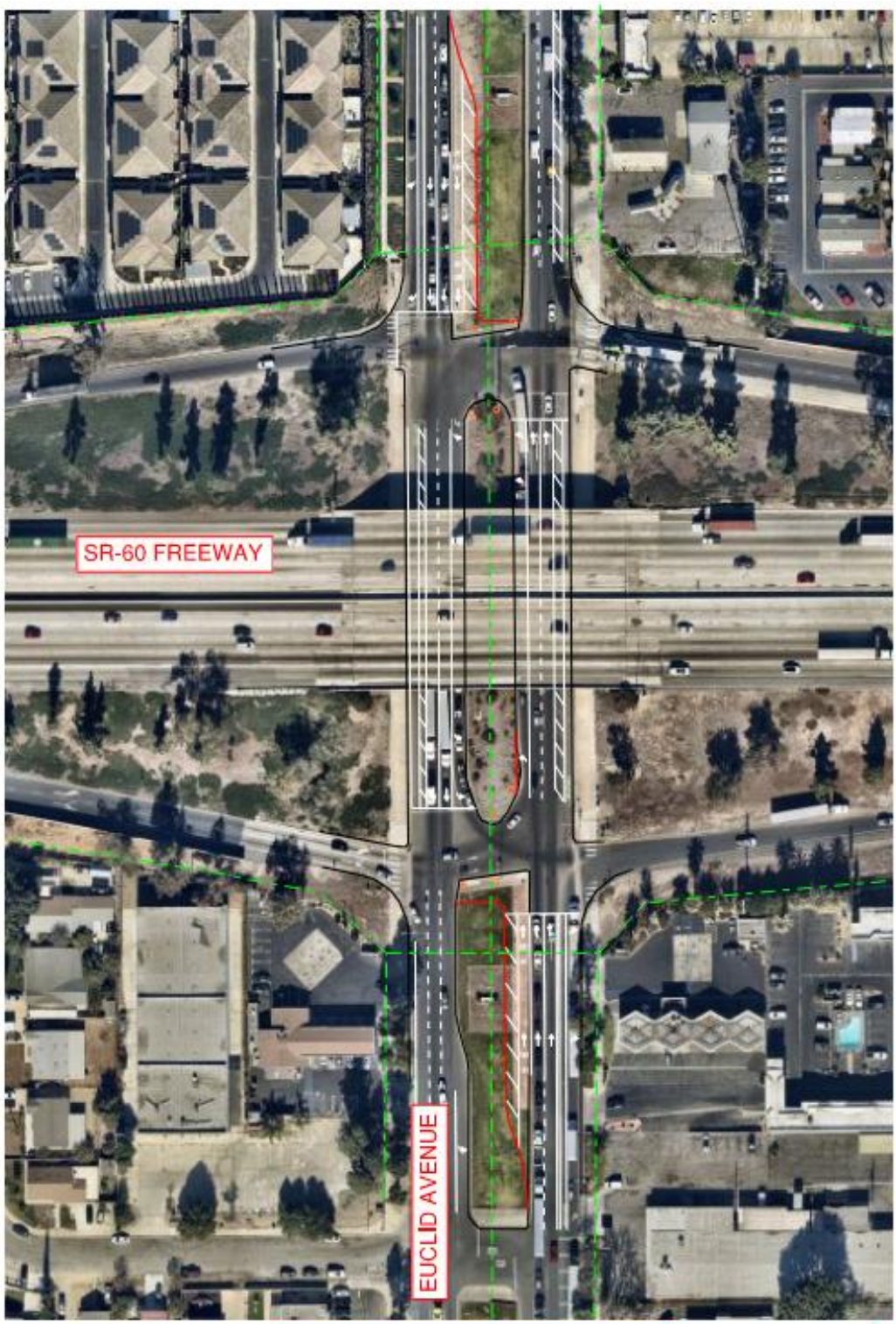
5. Obtain Record of Surveys, benchmark and centerline tie information.

Deliverables:

- Base mapping
- Permits

PHASE 1 AND PHASE 2 TASKS ARE OUTLINED AS FOLLOWS:

PHASE 1 – LEFT TURN POCKET EXTENSION (INITIAL PHASE)



PHASE 1 – LEFT TURN POCKET EXTENSION (INITIAL PHASE)

The Phase 1 exhibit illustrates the conceptual design for the initial phase of the project. Phase 1 consists of widening the southbound and northbound approach medians to accommodate single left-turn pocket extensions, while also providing for the future dual left-turn pockets planned under Phase 2. Additional minor widening of the median beneath the bridge on the northbound side will be required. Major scope elements anticipated for this phase include roadway widening, concrete improvements, street light and traffic signal modifications or relocations, utility adjustments or relocations as necessary, signing and striping, traffic loops, and irrigation modifications.

TASK 1.1 - UTILITY COORDINATION AND RELOCATION

Consultant shall perform research of existing utilities, reflect existing utilities and propose necessary utility relocations on the plans. If necessary, Consultant shall locate by potholing or other approved method, underground utilities to determine the elevations for clearance and to identify conflicts with the proposed improvements. Consultant shall coordinate with the respective utility owners if relocations are deemed necessary to accommodate the proposed improvements.

Consultant shall identify and verify any overhead utility conflicts during the design of the street light and traffic signal relocation plans. Consultant shall coordinate with SCE to establish existing overhead line heights to determine potential clearance conflicts.

Consultant shall coordinate directly with the respective utility owners if relocations are deemed necessary to accommodate the proposed improvements. Consultant shall prepare utility relocation plans and pothole existing underground utilities if necessary.

This task will include, at a minimum, the following:

1. Review existing record drawing plans
2. Perform utility investigation and provide utility relocation recommendations, if necessary
3. Field investigation and measurement to assess existing site condition
4. Consultant to provide a copy of all utility notifications and responses to the City and maintain and provide a log of such information
5. Pothole relevant existing utilities to verify location (with related traffic control and patching)
6. Provide a preliminary set of plans to utility companies
7. Prepare utility relocation plans, if necessary
8. Coordination of relocation of facilities, if necessary

Deliverables:

- Utility locations/relocations shown on plans
- Pothole information for design (where necessary)
- Utility notices and responses
- Utility relocation plans, if necessary

TASK 1.2 - PERMITTING AND CALTRANS COORDINATION

Consultant shall be responsible for identifying and obtaining all necessary permits (or obtaining letters stating permits are not necessary), including a Caltrans permit for work impacting Caltrans ROW. Consultant shall be responsible for coordination and communication with Caltrans.

Any additional fees required for these permits will be paid for separately by the City and shall not be included in the Consultant's fee proposal.

Deliverables:

- Permits

TASK 1.3 - PROJECT DESIGN/PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) PREPARATION

A) Plans, Specifications, and Estimates (PS&E)

Consultant shall provide the following information with each submittal:

35% Submittal – Consultant shall prepare preliminary plans for the project, including removals, roadway/pedestrian improvement layout, typical sections, plan view exhibits, profiles, utility plan, landscape concept plan, bid item list and construction cost estimate in a format approved by the City and an outline for the specifications. Consultant shall submit one electronic copy of the plans via the City's online portal.

65% Submittal – upon receipt of the 35% review comments, Consultant shall advance the plans, specifications and bid documents to a 65% level of completion, including profiles, drainage facilities, wet/dry utilities, existing and proposed right of way, structural sections, pavement delineation, landscaping, draft project-specific technical specifications, and construction cost estimate in a format approved by the City. Consultant shall submit one electronic copy of plans via the City's online portal.

95% Submittal – upon receipt of the 65% review comments, Consultant shall advance the plans, specifications and bid documents to a 95% level of completion, including pavement removal plans, horizontal control sheet, street lighting plans, landscaping and aesthetic treatment, drainage, specifications, and construction cost estimate, including the construction contract document. Consultant shall submit one electronic copy of plans via the City's online portal.

100% Submittal – Consultant shall submit one electronic copy of plans via the City's online portal. Upon approval, consultant shall submit one electronic copy of the plans, signed and stamped, and a signed and approved set of the final construction contract document and specifications. An electronic transfer with all plans in PDF and CAD formats, specifications, and including the final construction contract document will also be required.

Improvement plans shall be prepared in accordance with City requirements and are expected to consist of, but not be limited to, the following sheets:

3.1.1 Title Sheet

3.1.2 Typical Cross Section Plans, Detail Plans

3.1.3 Roadway Layout & Profile Plans, Street Improvement Plans including any utility construction

3.1.4 Detail Plans

3.1.5 Drainage Plans and Calculations (if necessary)

Ontario.1.6 Traffic Plans/Details

- Signing and Striping
- Street Light Relocation
- Traffic Signal Relocation/Modification
    - Approved electrical feed points shall be shown on this plan

B) Specifications

Consultant shall prepare a complete set of specifications for the 65%, 95%, and 100% submittals in accordance with City standards.

C) Engineer's Estimate

Consultant shall prepare an Engineer's Construction Estimate for each PS&E submittal.

General Requirements and Project Deliverables

The City will provide the title block and specification boiler plate to the Consultant. All drawings shall utilize the City of Ontario standard title block. The City's preferred format is AutoCAD 2021 or later, however Consultant will be allowed to use the same format as used in Phase 2. All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultants' licensed professional engineer responsible/in-charge of the project.

The Consultant will be expected to revise the documents within a revised schedule set by the City. There will be no additional compensation necessary for the consultant to complete the work to the satisfaction of the City for required revisions. The Consultant's preparation of plan specifications and estimating (PS&E) and special studies/investigations be in conformance with the latest editions of the Greenbook Standard Specifications for Public Works Construction, Caltrans Standards Drawings and Specifications, and the City of Ontario standards, unless otherwise specified.

For the City plan check process, the Consultant will be required to electronically submit plans and all CAD files (required to be submitted as AutoCAD files), analysis, calculations, etc. through the City's online portal. Consultant shall also be responsible for submitting plans and reports for plan check and approval/permit issuance to any affected agencies.

The proposed plans shall be in accordance with the City of Ontario requirements and design guidelines as well as Caltrans Highway Design Manual design criteria.

Deliverables:

- 35% Plan and Estimate submittal
- 65% PS&E submittal
- 95% PS&E submittal
- 100% PS&E submittal

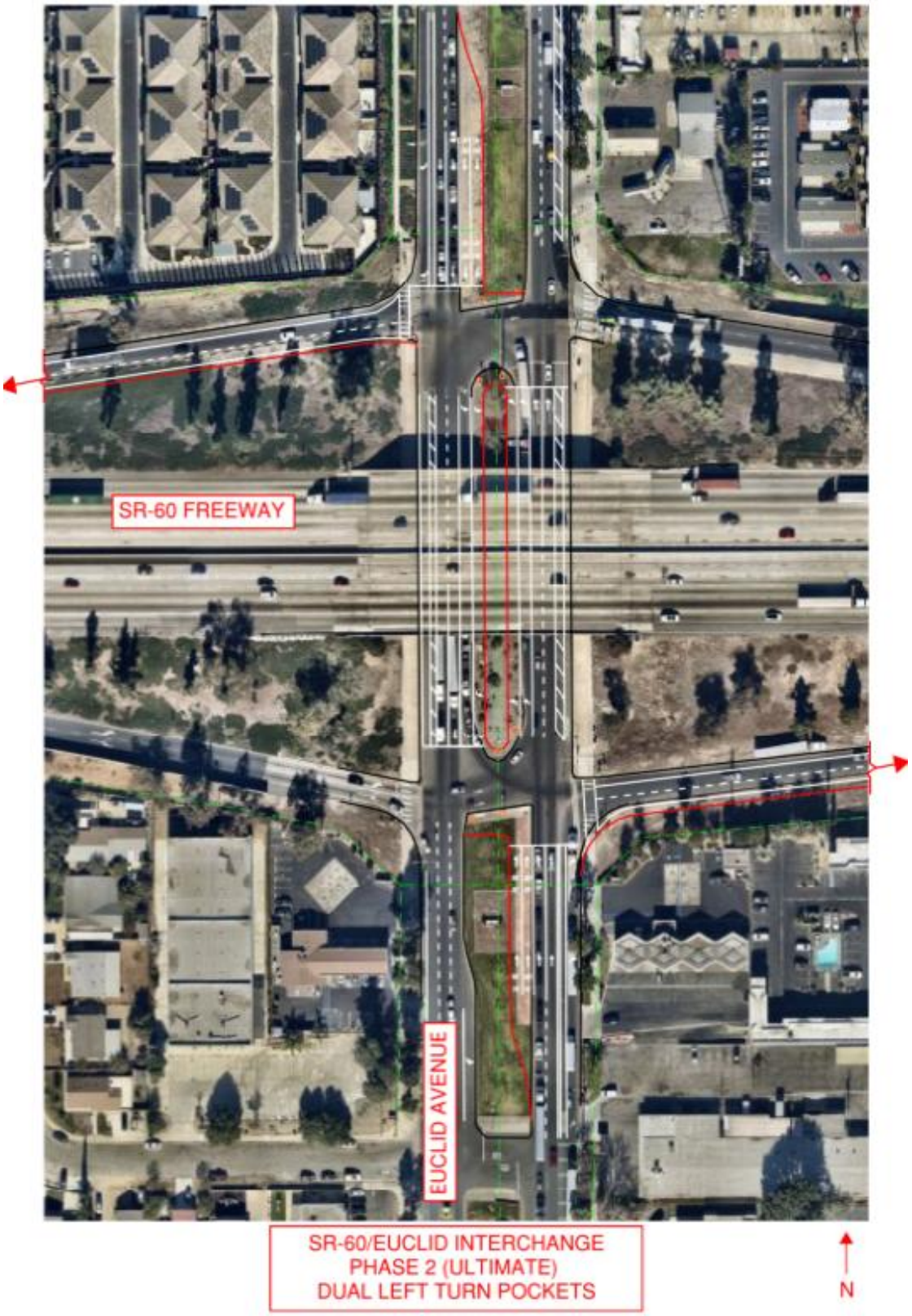
TASK 1.4 - CONSTRUCTION SUPPORT AND OTHER TASKS

Consultants shall be capable of performing the following tasks:

- Project presentations and meetings
- Bid Support Services
- Construction Support Services
- Preparation of Record Drawings
- Any other work required to successfully plan for projects and adequately assess project feasibility

During the bidding process and construction, the Consultant shall assist in answering questions regarding the technical specifications, design drawings or conflicts in the design during the bidding process, respond to City staff and/or contractor RFI's for any technical design clarification or design conflicts that arise during construction, review and recommend materials submittals and shop drawings for concurrence with plans and specifications, attend milestone meetings and pre-con meetings, and prepare record drawings that incorporate redlines comments prepared by the contractor and City Staff. One (1) electronic set of the record drawings shall be submitted and all drawings shall be provided to the City electronically, as a PDF file and with the latest AutoCAD file format.

PHASE 2 – DUAL LEFT TURN POCKETS (ULTIMATE PHASE)



PHASE 2 – DUAL LEFT TURN POCKETS (ULTIMATE PHASE)

The Phase 2 exhibit illustrates the conceptual design for the ultimate phase of the project. Phase 2 consists of widening of the median beneath the bridge on the northbound and southbound sides to accommodate the dual left turn lanes and widening of the eastbound and westbound freeway onramps. Major scope elements anticipated for this phase include roadway widening, concrete improvements, street light and traffic signal modifications or relocations, utility adjustments or relocations as necessary, modifications to the on-ramps and ramp metering systems, barriers/guardrail/metal railing, earthwork, signing and striping, traffic loops, and irrigation modifications.

TASK 2.1 – ENVIRONMENTAL DOCUMENT

Consultant shall be responsible for preparing the necessary Environmental Document, including any required environmental analysis/studies deemed necessary, and assisting the City in processing this document.

TASK 2.2 - UTILITY COORDINATION AND RELOCATION

Consultant shall perform research of existing utilities, reflect existing utilities and propose necessary utility relocations on the plans. If necessary, Consultant shall locate by potholing or other approved method, underground utilities to determine the elevations for clearance and to identify conflicts with the proposed improvements. Consultant shall coordinate with the respective utility owners if relocations are deemed necessary to accommodate the proposed improvements.

Consultant shall identify and verify any overhead utility conflicts during the design of the street light and traffic signal relocation plans. Consultant shall coordinate with SCE to establish existing overhead line heights to determine potential clearance conflicts.

Consultant shall coordinate directly with the respective utility owners if relocations are deemed necessary to accommodate the proposed improvements. Consultant shall prepare utility relocation plans and pothole existing underground utilities if necessary.

This task will include, at a minimum, the following:

9. Review existing record drawing plans
10. Perform utility investigation and provide utility relocation recommendations, if necessary
11. Field investigation and measurement to assess existing site condition
12. Consultant to provide a copy of all utility notifications and responses to the City and maintain and provide a log of such information
13. Pothole relevant existing utilities to verify location (with related traffic control and patching)
14. Provide a preliminary set of plans to utility companies
15. Prepare utility relocation plans, if necessary
16. Coordination of relocation of facilities, if necessary

Deliverables:

- Utility locations/relocations shown on plans
- Pothole information for design (where necessary)

- Utility notices and responses
- Utility relocation plans, if necessary

TASK 2.3 - PERMITTING AND CALTRANS COORDINATION

Consultant shall be responsible for identifying and obtaining all necessary permits (or obtaining letters stating permits are not necessary), including Caltrans project approval and an encroachment permit for work impacting Caltrans ROW. Consultant shall be responsible for coordination and communication with Caltrans.

Any additional fees required for these permits will be paid for separately by the City and shall not be included in the Consultant's fee proposal.

Deliverables:

- Caltrans project approval
- Permits

TASK 2.4 – GEOTECHNICAL INVESTIGATION

The project requires the construction of retaining walls and slopes. Consultant shall develop a drilling program to explore existing subsurface conditions at the project site. Construction of embankments for the bridge approaches and on-ramps and off-ramps will result in the creation of new slopes. Stability analysis of the new slopes will be conducted to address the gross and surficial stability. Embankment construction will also induce compression of the underlying soils which is manifested by ground surface settlement. The magnitude and time rate of settlement of underlying soils due to the weight of the proposed embankments will be determined.

Geotechnical Design Report: A Geotechnical Design Report providing design and construction recommendations for embankments and retaining walls will be prepared in accordance with CALTRANS Test Method 130. Subsurface soil samples will be collected during the field investigation for laboratory testing.

Prior to the field investigation, Consultant shall prepare a plan showing the proposed boring locations. This plan will be submitted to City and Caltrans for obtaining an encroachment permit to perform the borings.

Traffic control may be necessary when drilling some of these borings. Consultant shall follow the Caltrans and City traffic control guidelines.

Deliverables:

- Geotechnical Design Report
- Log of Test Boring sheets for PS&E

TASK 2.5 - TRAFFIC ANALYSIS

Consultant shall collect and analyze relevant travel-demand and travel forecast data to generate traffic forecasts to be used in the traffic operational analysis. If appropriate, Consultant shall perform supplemental traffic forecasting modeling and analysis as required by Caltrans.

Future traffic projections should include data for intersections, highway mainline, and interchange ramps.

Utilizing traffic forecasts, Consultant shall perform a traffic capacity/operational analysis for the project. The traffic operational analysis criteria to be used shall include, but not be limited to, levels of service, vehicle miles travelled, vehicle hours travelled, average speeds, and delay. The traffic operational analysis shall consider traffic control measures such as ramp metering and intelligent transportation systems. Consultant shall prepare a traffic report that includes traffic information and analysis for current year, opening year, and a design horizon year.

Consultant shall provide a traffic analysis for ramp metering and the Intersection Safety and Operation Assessment Process (ISOAP) as required by Caltrans.

Deliverables:

- Traffic analysis

TASK 2.6 – STRUCTURAL DESIGN AND CALCULATIONS

Required if non-standard design is proposed.

Deliverables:

- Structural calculations and details

TASK 2.7 - PROJECT DESIGN/PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) PREPARATION

D) Plans, Specifications, and Estimates (PS&E)

Consultant shall provide the following information with each submittal:

35% Submittal – Consultant shall prepare preliminary plans for the project, including removals, roadway/pedestrian improvement layout, typical sections, plan view exhibits, profiles, utility plan, landscape concept plan, bid item list and construction cost estimate in a format approved by the City and an outline for the specifications. Consultant shall submit one electronic copy of plans via the City's online portal.

65% Submittal – upon receipt of the 35% review comments, Consultant shall advance the plans, specifications and bid documents to a 65% level of completion, including profiles, drainage facilities, wet/dry utilities, existing and proposed right of way, structural sections, pavement delineation, landscaping, draft project-specific technical specifications, and construction cost estimate in a format approved by the City. Consultant shall submit one electronic copy of plans via the City's online portal.

95% Submittal – upon receipt of the 65% review comments, Consultant shall advance the plans, specifications and bid documents to a 95% level of completion, including pavement removal plans, horizontal control sheet, street lighting plans, landscaping and aesthetic treatment, drainage, specifications, and construction cost estimate, including the construction contract document. Consultant shall submit one electronic copy of plans via the City's online portal.

100% Submittal – Consultant shall submit one electronic copy of plans via the City's online portal. Upon approval, consultant shall submit one electronic copy of the plans, signed and stamped, and a signed and approved set of the final construction contract document and specifications. An electronic transfer with all plans in PDF and CAD formats, specifications, and including the final construction contract document will also be required.

Improvement plans shall be prepared in accordance with City requirements and are expected to consist of, but not be limited to, the following sheets:

1. Title Sheet

2. Typical Cross Section Plans, Detail Plans

3. Roadway Layout & Profile Plans, Street Improvement Plans including any utility construction

4. Detail Plans

5. Drainage Plans and Calculations (if necessary)

6. Traffic Plans/Details
   - Signing and Striping
   - Street Light Relocation
   - Traffic Signal Relocation/Modification
     - Approved electrical feed points shall be shown on this plan

7. Miscellaneous Plans
   - Fencing
   - Retaining Walls/Structural Plans

E) Specifications

Consultant shall prepare a complete set of specifications for the 65%, 95%, and 100% submittals in accordance with City standards. One combined set of specifications will be prepared for all projects.

F) Engineer's Estimate

Consultant shall prepare an Engineer's Construction Estimate for each PS&E submittal.

General Requirements and Project Deliverables

The City will provide the specification boiler plate to the Consultant. All drawings shall conform to Caltrans requirements. All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultants' licensed professional engineer responsible/in-charge of the project.

The Consultant will be expected to revise the documents within a revised schedule set by the City. There will be no additional compensation necessary for the consultant to complete

the work to the satisfaction of the City for required revisions. The Consultant's preparation of plan specifications and estimating (PS&E) and special studies/investigations be in conformance with the latest editions of the Greenbook Standard Specifications for Public Works Construction, Caltrans Standards Drawings and Specifications, and the City of Ontario standards, unless otherwise specified.

For the City plan check process, the Consultant will be required to electronically submit plans and all CAD files (required to be submitted as AutoCAD files), analysis, calculations, etc. through the City's online portal. Consultant shall also be responsible for submitting plans and reports for plan check and approval/permit issuance to any affected agencies.

The proposed plans shall be in accordance with the City of Ontario requirements and design guidelines as well as Caltrans HDM and Ramp Metering Design Manual design criteria.

Deliverables:

- 35% Plan and Estimate submittal
- 65% PS&E submittal
- 95% PS&E submittal
- 100% PS&E submittal

TASK 2.8 - CONSTRUCTION SUPPORT AND OTHER TASKS

Consultants shall be capable of performing the following tasks:

- Project presentations and meetings
- Bid Support Services
- Construction Support Services
- Preparation of Record Drawings
- Any other work required to successfully plan for projects and adequately assess project feasibility

During the bidding process and construction, the Consultant shall assist in answering questions regarding the technical specifications, design drawings or conflicts in the design during the bidding process, respond to City staff and/or contractor RFI's for any technical design clarification or design conflicts that arise during construction, review and recommend materials submittals and shop drawings for concurrence with plans and specifications, attend milestone meetings and pre-con meetings, and prepare record drawings that incorporate redlines comments prepared by the contractor and City Staff. One (1) electronic set of the record drawings shall be submitted and all drawings shall be provided to the City electronically, as a PDF file and with the latest AutoCAD file format.

Change Orders (Change to Scope of Work)

All changes must be submitted in writing for City approval. The Consultant shall submit a cost fee proposal for all changes. The City will evaluate and issue a Notice to Proceed for each Change Order separately.

7. PROPOSED METHOD TO ACCOMPLISH WORK

ACCELERATING DELIVERY, MINIMIZING DISRUPTION. Delivering phased, efficient interchange improvements that enhance safety, reduce congestion, and support Ontario's economic growth through proactive coordination, streamlined approvals, and technical excellence.

PROJECT UNDERSTANDING

Ontario has grown rapidly over the past decade, driven by residential and commercial development and City investment to become a regional hub. To support this growth, the City is upgrading critical infrastructure. The SR-60/Euclid Avenue Interchange is a vital link for regional mobility and goods movement. SR-60 serves as a major east-west freight corridor, and Euclid Avenue is a principal arterial and truck route. Heavy truck volumes and commuter traffic create congestion at ramp intersections. Industrial growth in Ontario Ranch will increase demand, making capacity improvements essential for safety, efficiency, and economic vitality.

PHASED APPROACH

The City's phased approach addresses both immediate and long-term needs. The City aims to construct Phase 1 immediately and Phase 2 within three years. Our team will follow this strategy and seek opportunities to accelerate delivery.

Phase 1- Extend northbound (NB) and southbound (SB) left-turn pockets at ramps to relieve bottlenecks and prepare for Phase 2. Tasks include PS&E, Caltrans encroachment permits, utility coordination, and construction support.

Phase 2- Implement ultimate configuration with dual left-turn lanes and ramp modifications. Tasks include environmental documentation, traffic analysis, geotechnical investigations, and Caltrans approvals. The design will integrate safety enhancements, ramp metering considerations, and compliance with Caltrans Highway Design Manual (HDM) standards.

ROADWAY IMPROVEMENTS

Phase 1- Due to the increased truck traffic, the queue for the left-turn movements onto SR-60 have lengthened significantly. Modify Euclid Avenue median to increase storage for left-turn movements and reduce delays. See **Figure 1** on the following page.

Phase 2- Further reduce median width under SR-60 for additional left-turn lanes. Widen westbound (WB) and eastbound (EB) on-ramps for dual left-turns. Reduction of the median island will eliminate the need for retaining walls along the outside of Euclid Avenue if widened on the outside. Investigate column protection, ramp metering, California Highway Patrol (CHP) enforcement areas, and ADA-compliance. See **Figure 2** on the following page.

CALTRANS COORDINATION

Phase 1- Our team will engage Caltrans early to confirm that this phase can be completed with an Encroachment Permit Process (EPOP). We will fill out form TR-0416 , and assuming no response changes from "TRUE" to "FALSE", we will submit the Encroachment Permit Application Package (EPAP) to Caltrans with the design plans for approval.

Phase 2- Includes improvements along the WB and EB on-ramps. Our team will work closely with the City and Caltrans to first determine which review and approval process this phase will need to go through. Coordinate with Caltrans to confirm Design Engineering Evaluation Report (DEER) Project Delivery eligibility and streamline review.

TRAFFIC MODELING AND OPERATIONAL ANALYSIS

Phase 1 - Our team understands that due to the potential construction timeline for both phases, Caltrans will expect a traffic operations assessment focusing on ramp intersections.

Phase 2 - Prepare Traffic Operations Analysis Report (TOAR) covering adjacent interchanges, corridor operations, and freeway analysis.

UTILITY COORDINATION

Phase 1- Relocate signals and verify utility locations through site visits and potholing. Begin critical coordination with utility companies. The utility coordination work in this phase will be able to be carried over into Phase 2 to help expedite that work.

Phase 2- Continue coordination for potential relocations and drainage improvements as additional work occurs.

DRAINANGE COORDINATION

Phase 1- Minimal widening adds less than 10,000 sq. ft. of impervious area. Prepare a short-form Stormwater Data Report (SWDR) and Stormwater Pollution Prevention Plan SWPPP before construction, along with required reports under San Bernardino County's permit.

Phase 2- Geometric improvements will exceed the 10,000 sq. ft. threshold, requiring drainage modifications and water quality Best Management Practices (BMPs). The project lies within a Significant Trash Generating Area (STGA), so trash capture measures will be implemented. Our team has extensive experience designing BMPs, preparing SWDRs and Drainage Reports, and deploying trash capture solutions for Caltrans District 8 projects.

Figure 1: Michael Baker's Project Study Area Understanding- Phase I

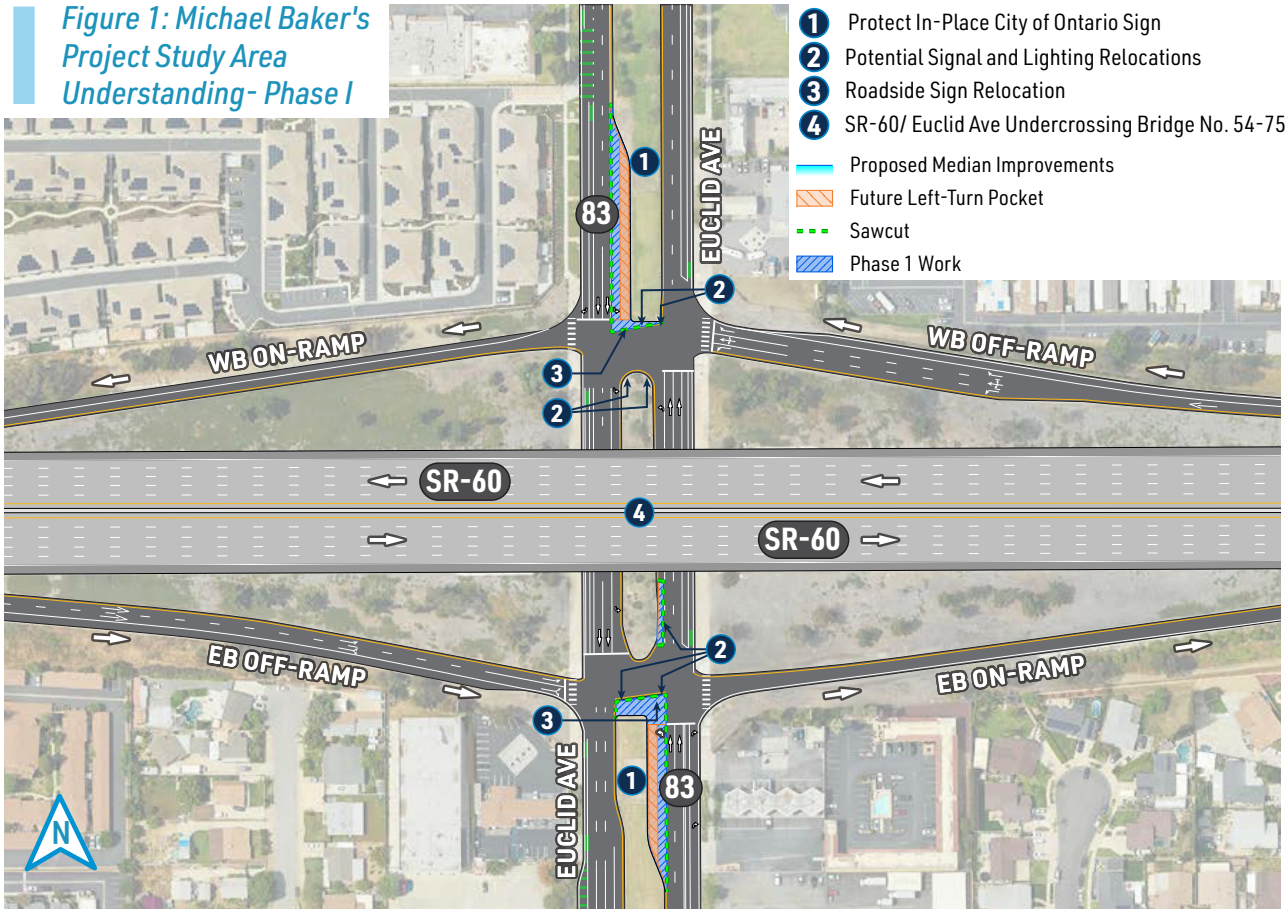
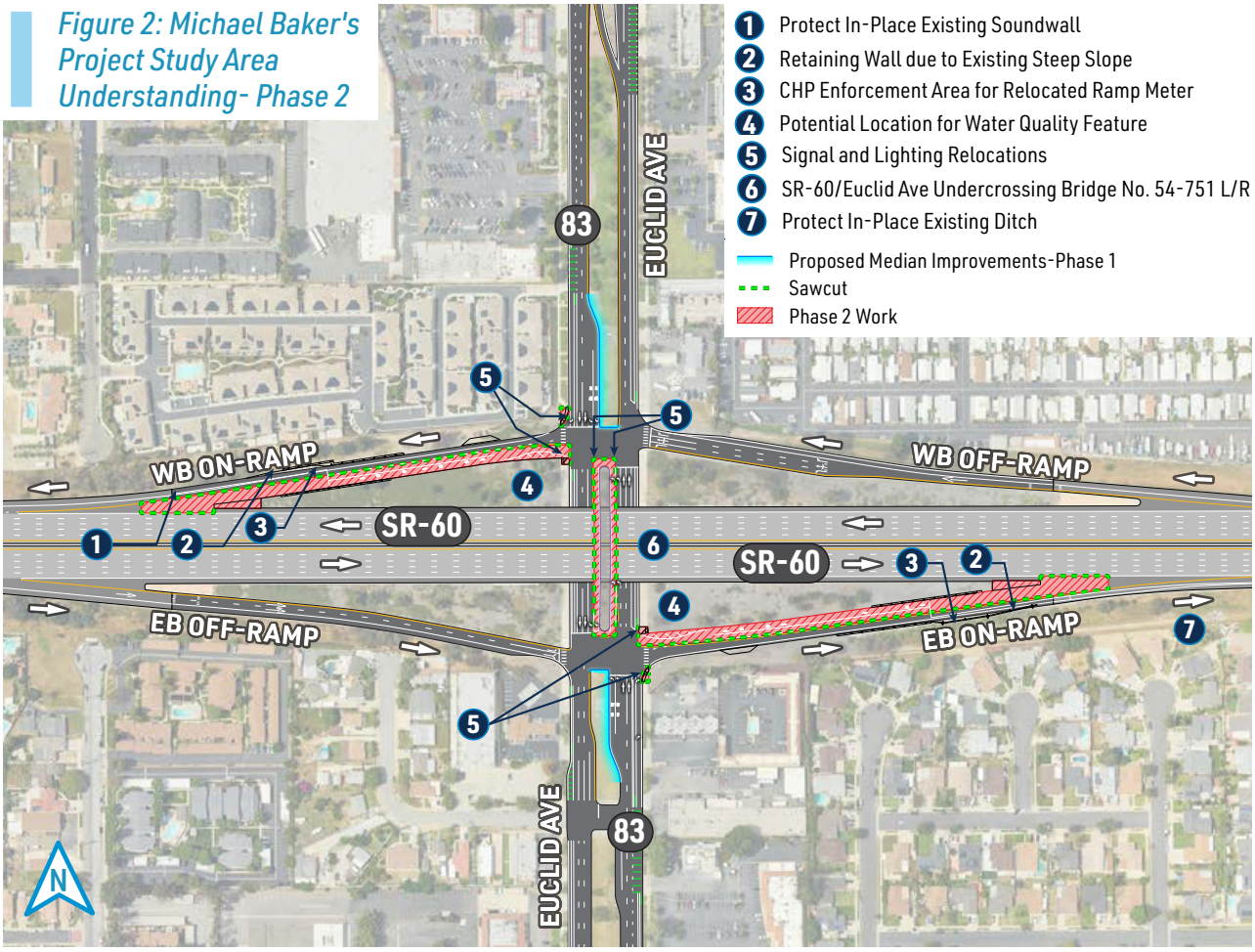


Figure 2: Michael Baker's Project Study Area Understanding- Phase 2



TECHNICAL APPROACH

We will deliver phased operational improvements that relieve congestion, enhance safety, and support goods movement while aligning with Caltrans District 8 and City of Ontario expectations. Our multidisciplinary team integrates roadway design, traffic operations, drainage, geotechnical, utilities, environmental clearance, and construction support in an end-to-end delivery model (PID → PS&E → Construction Support).

Design will conform to the Caltrans HDM, Standard Plans/Specifications (SSPs), Traffic Manual, Ramp Metering Design Manual (RMDM), Deputy Directive DD-35/DD-35-R1, and Caltrans TAC (Transportation Analysis under CEQA), as applicable. We will apply context-sensitive solutions to maintain freight efficiency on SR-60 while improving local mobility and safety on Euclid Avenue.

Key Project Objectives:

1. *Immediate relief via turn-pocket extensions,*
2. *Ultimate dual left-turn lanes with ramp modifications,*
3. *Minimizing ROW and utility impacts,*
4. *Maintaining ramp metering and safety features,*
5. *Streamlining approvals (EPOP/EPAP and DEER),*
6. *Robust risk/QA controls, and*
7. *Efficient construction staging.*

PROJECT MANAGEMENT AND COMMUNICATION

We will implement a Project Management Plan (PMP) defining roles, communication protocols, controls, and reporting cadence to maintain transparency and decisiveness.

- **Governance:** Project Sponsor, Project Manager, Discipline Leads (Roadway, Traffic, Drainage, Geotechnical, Utilities, Environmental), Quality Manager, and Permitting Lead.
- **Cadence:** monthly Project Development Team (PDT) meetings; biweekly internal coordination; issue-specific huddles with Caltrans Permits/Traffic Ops/Maintenance/Structures.
- **Documentation:** agendas, minutes, decision log, action tracker, and comment matrices; SharePoint repository with version control.
- **Stakeholder Outreach:** early utility owner workshops; briefings with Ontario/Chino operations staff; coordination with CHP and Caltrans Maintenance.

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

Our QA/QC program ensures accuracy, compliance, and constructability at each submittal stage.

- **Checklists:** discipline-specific design and calculation checklists tied to HDM, SSPs, TAC, and City standards.
- **Independent Checks:** cross-discipline reviews (Initial Design Review) for conflicts (roadway/drainage/traffic/structures/utilities).
- **Back-checking:** verify comment resolution before subsequent submittals; maintain a formal response matrix.
- **Constructability:** pre-60% and 90% constructability reviews; incorporate TMP constraints, staging limits, and maintenance access needs.

RISK MANAGEMENT

We will maintain a dynamic risk register to anticipate and mitigate delivery, design, and approval risks.

- **Permitting:** EPOP/EPAP review cycles and conditions; DEER eligibility and design exceptions (early confirmation and mitigation).
- **Geometric:** inside widening feasibility vs. retaining walls near 2:1 slopes and WB soundwall; column protection.
- **Utility:** owner lead times, outages, betterments; subsurface unknowns addressed via Subsurface Utility Engineering (SUE) Level A potholing at critical crossings.
- **Traffic:** ramp metering policy compliance (HOV lanes and storage), Intersection Safety & Operational Assessment Process (ISOAP) outcomes, Highway Safety Manual (HSM) safety findings; TMP phasing.
- **Environmental:** CEQA Class 1 applicability, STGA trash capture siting, and potential resource triggers.
- **Schedule:** long-lead materials (signal poles/cabinets), Caltrans reviews, seasonal weather windows.

PERMITTING AND CALTRANS COORDINATION

We will engage Caltrans early and maintain cadence through scoping, submittals, and approvals to compress delivery windows and avoid rework.

Phase 1 – Left-Turn Pocket Extension

Objective: Provide near-term relief by extending NB/SB left-turn pockets at SR-60 ramp terminals. **Delivery path:** Caltrans EPOP with EPAP submittal.

- **Pre-Application Meeting:** confirm work elements, traffic handling, staging, and documentation needs.
- **Field Work Permit:** cover survey control, topographic zapping, geotechnical borings, and SUE/potholing; request consolidated authorization to avoid Phase 2 re-permitting.
- **Construction Permit:** EPAP submittal includes title sheet, plans (geometrics/striping/profiles), TMP/traffic handling, staging, signal modifications, drainage memo, short-form SWDR, and utility clearances (*see example next page*).
- **Form TR-0416 checklist:** verify EPOP eligibility; if an item is "False," ensure EPAP contains requisite plans/reports for District processing.

- **Reviews:** target one iteration; respond via comment matrix; keep Maintenance, Traffic Ops, Permits, and Structures informed.

Completed Form TR-0416 for the SR-60/Euclid Interchange Phased Improvements

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
APPLICANT'S CHECKLIST TO DETERMINE APPLICABLE REVIEW PROCESS
DOT TR-0416 (NEW 01/2023)

No.	Scope	True	False
1	Project has an approved environmental document (CE, ND, EIR, EIS, etc.) or project is CE by CEQA and/or NEPA and has completed studies or public outreach.	☒	☐
2	Project design and submittal is complete (at 100%) and the EPAP includes all required supporting documents, reports, etc.	☐	☒
3	Project doesn't involve any ROW conveyances (e.g., dedications, relinquishments, modifications to ROW limits, etc.).	☒	☐
4	Project doesn't propose constructing new structures (e.g., earth retaining structures such as retaining walls, tie backs, soil nails, sound walls, culverts, etc.) that are not per Caltrans Standard Plans.	☒	☐
5	Project doesn't propose conduits greater than 60" in diameter to be installed by trenchless methods or tunneling (diameter 30" and above) with depth of cover less than 15 feet.	☒	☐
6	Project doesn't propose high priority utilities, liquid and gas carrier pipes on or through bridges/structures.	☒	☐
7	Project doesn't propose structural modifications of Caltrans structures (certain superficial attachments are not considered structural modifications).	☒	☐
8	Project doesn't propose new permanent stormwater treatment facilities, create 5000 sq. ft. or more of new non-highway impervious surface or create 10,000 sq. ft. or more of newer highway impervious surface.	☒	☐
9	Project is not proposed in known slip/slide prone areas and proposed work will not adversely impact geological stability.	☒	☐
10	Project doesn't require agreements to be executed with Caltrans, or, an agreement is required but Caltrans standard templates can be used (e.g., maintenance, lease, Joint Use Agreements, etc.).	☒	☐
11	Project doesn't propose non-standard roadway design features (lane widths, super elevation, etc.) requiring a Design Standard Decision Document (Not applicable to utility-only projects).	☒	☐
12	Project doesn't require CTC action for other than funding approval (e.g., relinquishments, new public road connections, etc.).	☒	☐
13	Project doesn't propose new sound walls on bridges or modifications to existing sound walls on bridges.	☒	☐
14	Project doesn't propose increasing highway capacity or converting operational nature of highway lanes (e.g. converting to HOV or Toll lanes, etc.).	☒	☐
15	Project's total construction costs within the existing or future State highway right- of-way is $1 million or less. (Not applicable to utility-only projects).	☒	☐

Phase 2 – Dual Left-Turn Pockets

Objective: Implement the ultimate configuration via the DEER process to avoid the full PID–PSR–PA/ED path.

- **Early DEER Eligibility Confirmation:** prepare checklist, scope narrative, and schedule; coordinate with District 8 Planning/Traffic Operations (*see example below*).
- **VMT Screening:** validate "operational improvement" characterization with F&P; ensure no induced capacity triggers under TAC.
- **Design Exceptions (if required):** document warrants, mitigations, peer review; escalate early to avoid late-cycle issues.
- **CEQA Alignment:** synchronize CEQA milestones with DEER; maintain consistent project description across documents.

SURVEY BASE MAPPING

We will complete all topographic survey in Phase 1 to serve both phases, establishing a robust base for design and permitting.

- **Control Network:** NAD83/NAVD88, benchmarks, QA ties.
- **Data Capture:** edge of pavement, curb/gutter, medians, drainage features (inlets, culverts, ditches), signs, signals, lighting, utilities (visible appurtenances), structure elements, and vegetation of concern.
- **SUE Program:** records research (Level D), utility owner coordination and markouts (Level C), geophysical surveys (Level B), and targeted potholes (Level A) at conflict points.
- **Deliverables:** base map (.DWG), control report, survey notes, utility composite, and SUE conflict matrix.

UTILITY COORDINATION AND RELOCATION

We will resolve utility conflicts early, document responsibilities, and maintain a relocation log aligned to Caltrans permitting.

Phase 1 – Left-Turn Pocket Extension

- **Composite Base:** collect maps and as-builts from Ontario, Chino, Frontier, SCE, SCG, Spectrum.
- **Verification:** site walks and targeted potholing at median modifications and signal foundations.
- **Signal/Lighting Relocation:** pole bases, conduits, service, interconnects; ensure sight distance and MUTCD compliance.
- **Owner Coordination:** protection-in-place vs. relocation; lead times for materials/outages/traffic control.

Phase 2 – Dual Left-Turn Pockets

- **Relocation Needs:** ramp meters/cabinets, CHP enforcement areas, Marked Patrol Vehicles (MVPs), ADA curb ramp reconstructions.
- **Packages:** relocation sketches, schedules, estimates; betterments and owner responsibilities.
- **Tracking:** utility conflict/resolution log with submittal references and permit dependencies.

Completed Deer Application Checklist for the SR-60/Euclid Interchange Phased Improvements

Design Engineering Evaluation Report Application Checklist

This checklist is used to determine whether a Design Engineering Evaluation Report (DEER) can be used for project approval of encroachment projects on the State Highway System.

No.	Scope Criteria	Yes	No
1	The project qualifies for a categorical/statutory exemption under the CEQA and a categorical exclusion under the NEPA, or the project has a completed and approved higher-level environmental document (IS/ND/MND, EIR, EA/FONSI, or EIS). The reason for the preparation of a higher-level environmental document must not be due to transportation related effects, and the project must not result in an increase in vehicle miles traveled (VMT).	X	
2	The project has a single-build alternative, and no other engineering analysis is required to evaluate or rule out other possible alternatives.	X	
3	The project does not require CTC action.	X	
4	The project doesn't involve any right of way conveyances from Caltrans to the local agencies (for example, dedications, relinquishments, modifications to right of way limits, etcetera).	X	
5	The project doesn't require FHWA approval for relinquishment or new public road connections involving a modification to the access control. (The new public road connection process is complex in that it requires Caltrans assess that the operations of the facilities have been protected and that the connection is in the best interest of the State. This recommendation must be formally submitted to the CTC, and if applicable, to FHWA for approval.)	X	
6	The project doesn't propose bridge widenings or constructing new structures (for example, earth retaining structures such as retaining walls, tiebacks, soil nails, sound walls, culverts, etcetera.) that are not per Caltrans Standard Plans.	X	

If the answer is "Yes" to all of six criteria, the project can use the DEER for project approval.

ROADWAY IMPROVEMENTS

Advance preliminary 3D modeling into detailed design emphasizing operations, safety, maintainability, and staging.

Phase 1 – Left-Turn Pocket Extension

- Median modifications and pavement widening to extend storage (target pocket lengths based on 95th-percentile queues and truck composition).
- **Signal Adjustments:** phasing/timing refinements for left-turn operations; maintain interconnect between ramp terminals.
- **Traffic Handling/Staging:** minimize nighttime closures; maintain freight throughput; coordinate detours if required.
- **Collaborate with City and Caltrans:** navigate the EPOP process.

Phase 2 – Dual Left-Turn Pockets

- **Number of Ramp Lanes:** confirm early-on whether HOV Bypass will be added; otherwise will prepare Ramp Meter Policy Exception.

Design Checklist from the RMDM

Number of lanes:

- Provide one metered lane per 900 VPH demand. Calculate GP and HOV demand separately.
- Use 1GP + 1HOV lane, when GP demand <900 VPH, HOV demand <900 VPH.
- Use 2GP + 1HOV lane, when GP demand is 900-1800 VPH, HOV demand <900 VPH.
- Use 3GP + 1HOV lane, when GP demand >1800 VPH, HOV demand <900 VPH.
- Provide HOV preferential lane(s) at all metered ramp/connector locations per latest version of Deputy Directive (DD-35).Provide an approved Exception to HOV lane Policy Fact Sheet for metered freeway entrance ramps and connectors without HOV preferential lanes.

- **Ramp Widening WB/EB:** prefer inside widening to avoid ROW and EB ditch; reduce tree impacts and potential retaining walls.
- **Ramp Metering:** confirm warrants; design meter locations, storage, HOV considerations, and power/communications.
- **CHP Enforcement Areas and MVPs:** size per District 8 practice; explore geometric optimizations to avoid walls (especially near WB soundwall).
- **ADA:** reconstruct affected curb ramps to current standards and provide accessible crossings across ramp termini.

Please see ***Figure 3*** in the Appendix for one potential vision of this interchange. Our team will work closely and early-on with the City and Caltrans to determine the final configuration that provides the operational benefit that the City is seeking with this project.

DRAINAGE IMPROVEMENTS

We will meet Caltrans NPDES requirements and local stormwater standards while maintaining operational drainage performance.

Phase 1 – Left-Turn Pocket Extension

- **Hydrology/Hydraulics:** confirm capacity of existing inlets and conveyance; apply Rational Method for localized widening.
- **Technical Drainage Memorandum:** document calculations, inlet check, and minor adjustments associated with median changes.
- **Short-Form SWDR:** identify construction BMPs (e.g., erosion controls, sediment barriers) for <10,000 sqft net new impervious area.
- **Trash BMPs:** note STGA applicability; defer full documentation to Phase 2 while maintaining construction controls.

ADDED SCOPE ITEMS (PHASE 1):

- *Technical Drainage Memorandum.*
- *Short-form SWDR.*

Phase 2 – Dual Left-Turn Pockets

- **Hydrology/Hydraulics:** update for increased impervious area; check culvert capacities and conveyance under SR-60.
- **Drainage Report:** evaluate existing/proposed inlets/culverts; provide sizing and replacement criteria; coordinate with roadway plans.
- **Long-Form SWDR:** document construction and permanent treatment BMPs; size systems per National Pollutant Discharge Elimination System (NPDES) and District 8 guidance.
- **Trash Capture:** implement full-capture devices to satisfy STGA requirements; coordinate siting with utilities and maintenance access.

ADDED SCOPE ITEMS (PHASE 2):

- *Drainage Report.*
- *Drainage Plan.*
- *Temporary Water Pollution Control (WPC) Plans.*
- *Long-form SWDR.*

ENVIRONMENTAL DOCUMENTATION

We will pursue CEQA clearance via a Class 1 Categorical Exemption (Existing Facilities), consolidating approvals for both phases to align with permitting and design.

- **Lead Agency:** consult with Caltrans to consider City of Ontario as CEQA lead for encroachment-permit context, reducing SER-specific cycles.

- **Single CEQA Document:** combine Phases 1 and 2 to capture schedule and cost efficiencies; maintain consistent project description and impacts analysis.
- **Technical Studies (as appropriate for CE documentation):** Biological, Cultural/Archaeological & Scientific Resources, Historic, Paleontology, Noise, Air Quality/GHG, HazMat (Phase I ISA).
- **Coordination:** early outreach to resource agencies if needed; maintain comment matrix and version control across submittals.
- **Schedule assumptions:** typical CE timeline 4–8 months `based on scope; align with DEER and EPOP review cycles.

GEOTECHNICAL INVESTIGATION

We will complete all field work in Phase 1 to inform Phase 2 designs and avoid re-mobilization, using Caltrans/AASHTO guidance for spacing and methods.

Phase 1 – Field Program

Proposed borings and depths:

- **Boring location plan:** support Caltrans/City encroachment permits and traffic control needs.
- **Sampling:** bulk near-surface and ring samples at ~5-ft intervals using Standard Penetration Test (SPT)/ (McDermott/Industrial Fabrication (MCD)); log per Advancing Standards. Transforming Markets (ASTM)/ Caltrans practices; maintain chain-of-custody to lab.

Table 1: Proposed Soil Boring Information

Design Element	Proposed Number of Borings	Approximate Proposed Depth (feet)
Roadway 1, or slopes along WB on-ramp	2	30-40
Roadway 2, or slopes along EB on-ramp	2	30-40
Pavement Improvements	2	5

Laboratory Testing

- In-situ density and moisture content
- Grain size distribution
- Direct shear
- R-value and sand equivalent
- Soil corrosion (pH, resistivity, chlorides, sulfates)

Compile parameters to support pavement sections, wall foundations, slope stability, and corrosion mitigation.

Field Soil Infiltration Testing

Perform four double-ring infiltrometer tests (ASTM D3385), two per on-ramp; record inner/outer ring flows at constant head until stabilized rates are achieved.

ADDED SCOPE ITEMS (PHASE 1):

- *Geotechnical borings for pavement structural section recommendations*
- *Materials Report with pavement structural section recommendations*
- *Soil Infiltration Testing for Water Quality Improvements*

Phase 2 – Design Analyses

- Seismicity and Peak Ground Acceleration estimation; liquefaction/settlement/lateral spreading analyses.
- Retaining wall foundations; global stability for embankments; settlement estimates and mitigation.
- Corrosion conditions and protective measures; finalize pavement section per Caltrans methodology.

Geotechnical Design Report (GDR)

- Recommendations for walls/slopes and infiltration rates.
- Include Log of Test Borings (LOTB) sheets in PS&E submittals.
- Address Caltrans comments; issue final GDR.

TRAFFIC ANALYSIS

We will complete ISOAP/TOAR analyses consistent with Caltrans requirements and leverage the San Bernardino County Transportation Analysis Model (SBTAM+) and Synchro/ SimTraffic to confirm operational benefits and design life objectives. Both phases are expected to screen from VMT under SB-743.

Phase 1 – Left-Turn Pocket Extension

- **Methodologies and Assumptions Memo:** scope intersections, data plan, procedures, assumptions, tools.
- **Data Collection:** 24-hour classification counts; AM/PM peak intersection counts at Euclid & Philadelphia, Euclid & SR-60 WB Ramps, Euclid & SR-60 EB Ramps, Euclid & Walnut; include ped/bike counts.
- **Collision Data:** request Traffic Accident Surveillance and Analysis System (TASAS) records from Caltrans for ISOAP.
- **Forecasting:** SBTAM+ consistent with SCAG Regional Transportation Plan/Sustainable Communities Strategy and City land use; develop Opening Year and 10-Year forecasts.
- **Operations:** LOS/queuing for Existing, Opening Year (No-Build/Build), and 10-Year (No-Build/Build) scenarios using Synchro/SimTraffic.
- **ISOAP:** Stage 1/Stage 2 assessment at ramp intersections; document control alternatives and safety considerations.

Phase 2 – Dual Left-Turn Pockets

- **Methodologies and Assumptions Memo:** expand to 12 intersections across Mountain, Euclid, and Grove corridors; include freeway mainline segments.

- **Data Collection:** AM/PM counts at 12 intersections (6–9 AM, 4–7 PM) plus two days of 24-hour classification counts on Euclid segments, SR-60 mainline at Euclid, and ramps at Mountain/Euclid/Grove.
- **Forecasting:** update SBTAM+ with current land use/pipeline; develop Opening Year and Design Year forecasts.
- **Operations:** intersection and freeway LOS for Existing, Opening Year (No-Build/Build), and Design Year (No-Build/Build); HCM-based merge/diverge/weave analyses.
- **Safety:** TASAS safety review; HSM assessment; ISOAP update with future volumes/design.
- **Documentation:** two draft TOAR submittals + final with HSM assessment to obtain Caltrans approval.

VMT Screening Deliverables

- Induced Travel Study Methodology Memo (approach and methods).
- VMT Screening Memo (less-than-significant impact justification).

CONSTRUCTION SUPPORT

We will support bid and construction phases to maintain design intent, safety, and schedule.

- **Bid phase:** respond to RFIs; issue addenda; attend pre-bid meeting.
- **Pre-construction:** partner kickoff with contractor/Caltrans/City; review contractor TMP and staging plans.
- **During construction:** submittal reviews (materials, traffic control, signals, drainage devices); shop drawing checks; field clarifications.
- **Change management:** track changes, cost/schedule impacts, and risk adjustments; maintain as-built markups.
- **Closeout:** punchlist support; compile as-builts; lessons-learned debrief.

SCHEDULE AND DELIVERABLES

We will deliver Phase 1 quickly for early relief while advancing Phase 2 tasks in parallel, allowing a break between construction phases. The schedule leverages early survey/geotechnical/utility coordination and concurrent environmental/permitting to compress timelines.

Phase 1 – Immediate Relief (Year 1, schedule provided on the following page)

- Survey/base mapping complete; EP field work permit approved.
- Geotechnical borings/tests complete; Materials Report submitted.
- Traffic Operations Assessment/ISOAP complete.
- Short-form SWDR/SWPPP prepared.
- PS&E (30/60/90/Final) and EPAP construction permit approval.
- Bid-ready package issued.

Phase 2 – Ultimate Configuration (Years 1–3)

- DEER eligibility confirmation and scoping.
- TOAR/ISOAP update; Design Year operations and safety analyses.
- Drainage Report and long-form SWDR; BMP/trash capture siting.
- GDR finalized with LOTB; structural recommendations integrated.
- PS&E (30/60/90/Final) incorporating ADA, ramp meters, CHP/MVP features.
- Environmental CEQA clearance; permit coordination for construction.

Efficiency Measures and Controls

- **Parallel processing:** overlap PS&E with CEQA and permitting where risk is low.
- **Early decisions:** confirm ramp lane policy (RMDM/DD-35), inside-widening feasibility, and wall needs to avoid downstream redesign.
- **Risk and QA/QC:** maintain risk register and comment matrices; conduct inter-discipline reviews prior to each submittal.
- **Performance tracking:** use Work Breakdown Structure and Earned Value Management to monitor budget and schedule; issue monthly progress reports.

EXHIBIT "B"
FEE SCHEDULES AND COMPENSATION RATES

SEE ATTACHMENT

Michael Baker INTERNATIONAL

City of Ontario
State Route 60/Euclid Avenue Interchange Phased Improvements Project
Fee Worksheet

Task No.	Task Description	Principal	Senior Project Manager	Senior Project Engineer	Project Engineer	Lead Landscape Architect	Senior Landscape Architect	Landscape Architect	Survey Project Manager	Survey PLS	Survey Field Supervisor	Sr Survey Analyst	Survey Analyst	Survey Party Chief	Survey Chainman	Environmental Lead	Senior Environmental Planner	Environmental Planner	Michael Baker Hours	Michael Baker Fee	Monument	Earth Mechanics, Inc	Fehr and Peers	Total Fee
		$350.00	$300.00	$240.00	$175.00	$300.00	$210.00	$120.00	$350.00	$270.00	$220.00	$240.00	$160.00	$205.00	$175.00	$350.00	$190.00	$150.00						
0.1	**Project Management**	**184**	**32**	**24**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**12**	**0**	**288**	**$90,440**	**$0**	**$0**	**$0**	**$90,440**
0.1.A	Project Development Team (PDT) Meetings	80	32	24	24											12	12		184	$54,040				$54,040
0.1.B	Project Schedule, Coordination, and Management	104																	104	$36,400				$36,400
0.2	**Survey**	**4**	**0**	**12**	**0**	**0**	**0**	**0**	**20**	**56**	**16**	**80**	**152**	**106**	**106**	**0**	**0**	**0**	**552**	**$113,720**	**$0**	**$0**	**$0**	**$113,720**
0.2.A	Topographic Survey	2		8					8	12	8	20	16	66	66				206	$42,860				$42,860
0.2.B	Record Data Map Preparation	2		4					12	44	8	60	136	40	40				346	$70,860				$70,860
1	**Phase 1-Left Turn Pocket Extension (Initial Phase)**	**36**	**190**	**304**	**496**	**18**	**28**	**64**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1136**	**$248,320**	**$29,116**	**$65,000**	**$66,000**	**$408,436**
1.1	Utility Coordination and Relocation	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	40	$7,000	$29,116	$0	$0	$36,116
1.2	Permitting and Caltrans Coordination	2	6	24	32	0	0	0	0	0	0	0	0	0	0	0	0	0	64	$13,860	$0	$0	$0	$13,860
1.3	Project Design/Plans, Specifications, and Estimates (PS&E) Preparation	12	172	200	248	18	28	64	0	0	0	0	0	0	0	0	0	0	742	$166,160	$0	$0	$0	$166,160
1.3.1	35% Submittal (Preliminary Plans and Estimate)	4	28	58	86														176	$38,770				$38,770
1.3.2	65% Submittal (Plans, Specifications, and Estimate)	4	48	82	74	8	12	28											256	$56,710				$56,710
1.3.3	95% Submittal (Plans, Specifications, and Estimate)	2	48	50	74	8	12	28											222	$48,330				$48,330
1.3.4	100% Submittal (Plans, Specifications, and Estimate)	2	48	10	14	2	4	8											88	$22,350				$22,350
1.4	Geotechnical Investigation	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	$700	$0	$65,000	$0	$65,700
1.5	Traffic Analysis	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	$700	$0	$0	$66,000	$66,700
1.6	Drainage	4	12	48	80	0	0	0	0	0	0	0	0	0	0	0	0	0	144	$30,520	$0	$0	$0	$30,520
1.6.1	Drainage Memo	2	6	24	32														64	$13,860				$13,860
1.6.2	SWDR Report	2	6	24	48														80	$16,660				$16,660
1.7	Construction Support and Other Tasks	14	0	32	96	0	0	0	0	0	0	0	0	0	0	0	0	0	142	$29,380	$0	$0	$0	$29,380
1.7.1	Bid Support Services	8		16	16														40	$9,440				$9,440
1.7.2	Construction Support Services	4			40														44	$8,400				$8,400
1.7.3	Preparation of Record Drawings	2		16	40														58	$11,540				$11,540
2	**Phase 2-Dual Left Turn Pockets (Ultimate Phase)**	**100**	**478**	**1,070**	**1,678**	**60**	**132**	**284**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**181**	**214**	**106**	**4303**	**$928,560**	**$15,704**	**$25,000**	**$171,000**	**$1,140,264**
2.1	Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	181	214	106	501	$119,910	$0	$0	$0	$119,910
2.1.1	Biological Resources															25	53		78	$18,820				$18,820
2.1.2	Cultural Resources															27	54		81	$19,710				$19,710
2.1.3	Paleontology															10		22	32	$6,800				$6,800
2.1.4	Noise															18		60	78	$15,300				$15,300
2.1.5	Air Quality & GHG Emissions															14	42		56	$12,880				$12,880
2.1.6	Hazardous Materials															36	65		101	$24,950				$24,950
2.1.7	CEQA Categorical Exemption															9		24	33	$6,750				$6,750
2.1.8	Environmental Coordination and Meetings															42			42	$14,700				$14,700
2.2	Utility Coordination and Relocation	0	0	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0	64	$11,200	$15,704	$0	$0	$26,904
2.3	Permitting and Caltrans Coordination	32	0	88	172	0	0	0	0	0	0	0	0	0	0	0	0	0	292	$62,420	$0	$0	$0	$62,420
2.3.1	Permitting and Caltrans Coordination	8		24	32														64	$14,160				$14,160
2.3.2	Preparation of DEER	24		64	140														228	$48,260				$48,260
2.4	Geotechnical Investigation	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	$700	$0	$25,000	$0	$25,700
2.5	Traffic Analysis	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	$700	$0	$0	$171,000	$171,700
2.6	Structural Design and Calculations (Assume pga<0.60; no calcs needed)																							
2.7	Project Design/Plans, Specifications, and Estimates (PS&E) Preparation	30	422	764	1078	60	132	284	0	0	0	0	0	0	0	0	0	0	2770	$588,910	$0	$0	$0	$588,910
2.7.1	35% Submittal (Preliminary Plans and Estimate)	8	88	252	354	21	46	100											869	$179,590				$179,590
2.7.2	65% Submittal (Plans, Specifications, and Estimate)	8	114	222	312	18	40	85											799	$168,880				$168,880
2.7.3	95% Submittal (Plans, Specifications, and Estimate)	8	112	238	326	18	40	85											827	$174,570				$174,570
2.7.4	100% Submittal (Plans, Specifications, and Estimate)	6	108	52	86	3	6	14											275	$65,870				$65,870
2.8	Drainage	16	56	170	200	0	0	0	0	0	0	0	0	0	0	0	0	0	442	$98,200	$0	$0	$0	$98,200
2.8.1	Drainage Report	8	32	90	100														230	$51,500				$51,500
2.8.2	SWDR Report	8	24	80	100														212	$46,700				$46,700
2.9	Construction Support and Other Tasks	18	0	48	164	0	0	0	0	0	0	0	0	0	0	0	0	0	230	$46,520	$0	$0	$0	$46,520
2.9.1	Bid Support Services	8		24	24														56	$12,760				$12,760
2.9.2	Construction Support Services	8			100														108	$20,300				$20,300
2.9.3	Preparation of Record Drawings	2		24	40														66	$13,460				$13,460
	SUBTOTAL HOURS:	**324**	**700**	**1,410**	**2,198**	**78**	**160**	**348**	**20**	**56**	**16**	**80**	**152**	**106**	**106**	**193**	**226**	**106**	**6,279**	**$1,381,040**	**$44,820**	**$90,000**	**$237,000**	**$1,752,860**
																		OTHER DIRECT COSTS -		**$18,000**	**$27,305**	**$1,600**		**$46,905**
																		County Well Permit				$1,600		$1,600
																		Potholing			$26,405			$26,405
																		Survey-Related ODCs		$5,000				$5,000
																		Environmental Field Work		$4,000				$4,000
																		Misc. Mileage, Postage, Printing		$9,000	$900			$9,900
	TOTAL FEE	**$113,400**	**$210,000**	**$338,400**	**$384,650**	**$23,400**	**$33,600**	**$41,760**	**$7,000**	**$15,120**	**$3,520**	**$19,200**	**$24,320**	**$21,730**	**$18,550**	**$67,550**	**$42,940**	**$15,900**					**Total Fee**	**$1,799,765**

Exhibit B-2

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Leonard Lui Department: Public Works Prepared By: Tricia Maruki Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Bonnie Tam, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FCG CONSULTANTS, INC., FOR CONSTRUCTION MANAGEMENT, INSPECTION, GEOTECHNICAL TESTING, AND PUBLIC OUTREACH SERVICES FOR THE SAN ANTONIO STORM DRAIN PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 2 to the Professional Services Agreement with FCG Consultants, Inc., of Yorba Linda, California, to provide construction management, inspection, geotechnical testing, and public outreach services for the San Antonio Storm Drain Project in the amount of $1,988,250 for a total not-to-exceed contract amount of $2,588,250, and extend the contract for an additional one-year term; 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:
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The recommended Amendment No. 2 to the Professional Services Agreement with FCG Consultants, Inc., is in the amount of $1,988,250 for a total not-to-exceed contract amount of $2,588,250. Of this total, $1,491,186 (75%) will be reimbursed by the San Bernardino County Flood Control District's (SBCFCD) Zone 1 Funds, and $49,707 (2.5%) will be reimbursed by the City of Chino for eligible construction support costs. The remaining $447,357 (22.5%) represents the City's share and will be

funded from Capital Projects-Measure Q Fund. If approved, additional appropriations will be included in future quarterly budget updates to the City Council as needed for the San Antonio Storm Drain Project.

BACKGROUND & ANALYSIS: The San Antonio Avenue Storm Drain Project is a regional Master Plan facility with a tributary drainage area of approximately 1,226 acres. The project is located along San Antonio Avenue, extending from the Sultana-Cypress Storm Drain in the City of Chino to Phillips Street, then easterly to Oakland Avenue in the City of Ontario, and includes major laterals on Philadelphia Street and Francis Street (see attached Exhibit A). The project consists of the installation of reinforced concrete pipe ranging from 24-inch to 102-inch diameter, reinforced concrete box structures ranging in size from 11 feet by 7.5 feet to 3 feet by 2 feet, construction of concrete channel connections and related improvements, catch basins, and other drainage appurtenances.

On December 23, 2025, the City received four qualified proposals from on-call consultants in response to a Task Order request for Construction Management, Inspection, Geotechnical Testing and Public Outreach Services for the San Antonio Storm Drain Project. The proposals results are listed below:

VENDOR	LOCATION	PROPOSED FEE	PROPOSAL SCORE
Accenture Infrastructure and Capital Projects, LLC	Irvine, CA	$2,353,640	73
Danken Construction Engineering Group	Mission Viejo, CA	$3,701,700	47
FCG Consultants, Inc.	Yorba Linda, CA	$1,988,250	87
Z&K Consultants, Inc.	Riverside, CA	$2,729,505	78

A review team comprised of City staff, representatives from the City of Chino, and the San Bernardino County Flood Control District evaluated the proposals and made recommendations based on qualifications, understanding of the City's needs, demonstrated experience with similar projects, and the criteria specified in the RFP.

Of the four consultants, the following two scored the highest and were selected to participate in interviews on January 29, 2026: FCG Consultants, Inc., and Z&K Consultants, Inc.

After careful evaluation of the written proposals and interviews, FCG Consultants, Inc., was determined to be the best overall qualified respondent. The firm demonstrated a broad range of expertise through the successful delivery of similar infrastructure projects for nearby municipal agencies in a timely manner. In addition, its construction management experience, collaborative approach, and familiarity with large storm drain facilities distinguished it from the other firms considered.

If approved, FCG Consultants, Inc., will provide construction management, inspection, geotechnical testing, and public outreach services for the duration of the construction phase of the San Antonio Storm Drain Project.

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. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND FCG CONSULTANTS, INC.

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **FCG Consultants, Inc.**, a California S Corporation ("Consultant"). City and Consultant 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 Project Management Services" dated October 18, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the compensation by **One Million Nine Hundred Eighty Eight Thousand Two Hundred Fifty Dollars and no cents ($1,988,250)** for a total-not-to-exceed compensation of **Two Million Five Hundred Eighty Eight Thousand Two Hundred Fifty Dollars and no cents ($2,588,250)**.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Sections 3.2.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> 3.1.2 Term The term of this Agreement shall be from June 4, 2024 to June 4, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **one** additional one-year term. Consultant shall complete the Services within the term of this

Agreement, and shall meet any other established schedule 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-1" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million Five Hundred Eighty Eight Thousand Two Hundred Fifty Dollars and no cents ($2,588,250)**. without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND FCG CONSULTANTS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

FCG CONSULTANTS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

FCG Consultants Inc. - DBE — **City of Ontario**
Construction Management & Inspection Services
Cost Proposal - December 23, 2025 — **San Antonio Storm Drain Improvements Project**

Classification	Hours	Hourly Rate	Cost
Pre-construction Phase (80 Working Days)			
Construction Manager	300	$ 240.77	$ 72,231.84
Construction Inspector	50	$ 151.95	$ 7,597.28
Office Engineer	100	$ 105.19	$ 10,519.39
Subtotal (FCG Only)	**450**		**$ 90,348.51**
Construction Phase (400 Working Days)			
Construction Manager	2000	$ 240.77	$ 481,545.60
Construction Inspector	3200	$ 151.95	$ 486,225.92
Office Engineer	1000	$ 105.19	$ 105,193.90
Subtotal (FCG Only)	**6,200**		**$ 1,072,965.42**
Post-Construction Phase (40 Working Days)			
Construction Manager	100	$ 240.77	$ 24,077.28
Construction Inspector	50	$ 151.95	$ 7,597.28
Office Engineer	50	$ 105.19	$ 5,259.70
Subtotal (FCG Only)	**200**		**$ 36,934.26**
Misc. Expenses	Months	Monthly Cost	**Total**
Vehicles		$ -	$ -
Labtops		$ -	$ -
Cell Phones		$ -	$ -
Office Supplies		$ -	$ -
Field Office		$ -	$ -
Subtotal (FCG Only)			**$ 1,200,248.19**
G3 - Materials Testing			**$ 573,193.00**
Public Outreach Westbound Communications			**$ 214,808.00**
		Total Cost (NOT TO EXCEED)	**$ 1,988,249.19**
Limitations & Conditions:		**Percent of Construction**	**5.94%**

Construction Management duration is estimated at for 400 WD's total.

Inspectors will be fully equipped with vehicles, computers, and tools and equipment required to perform their tasks.

Overtime and Weekend work is not included. Overtime is to be charged at 1.5 the above rate.

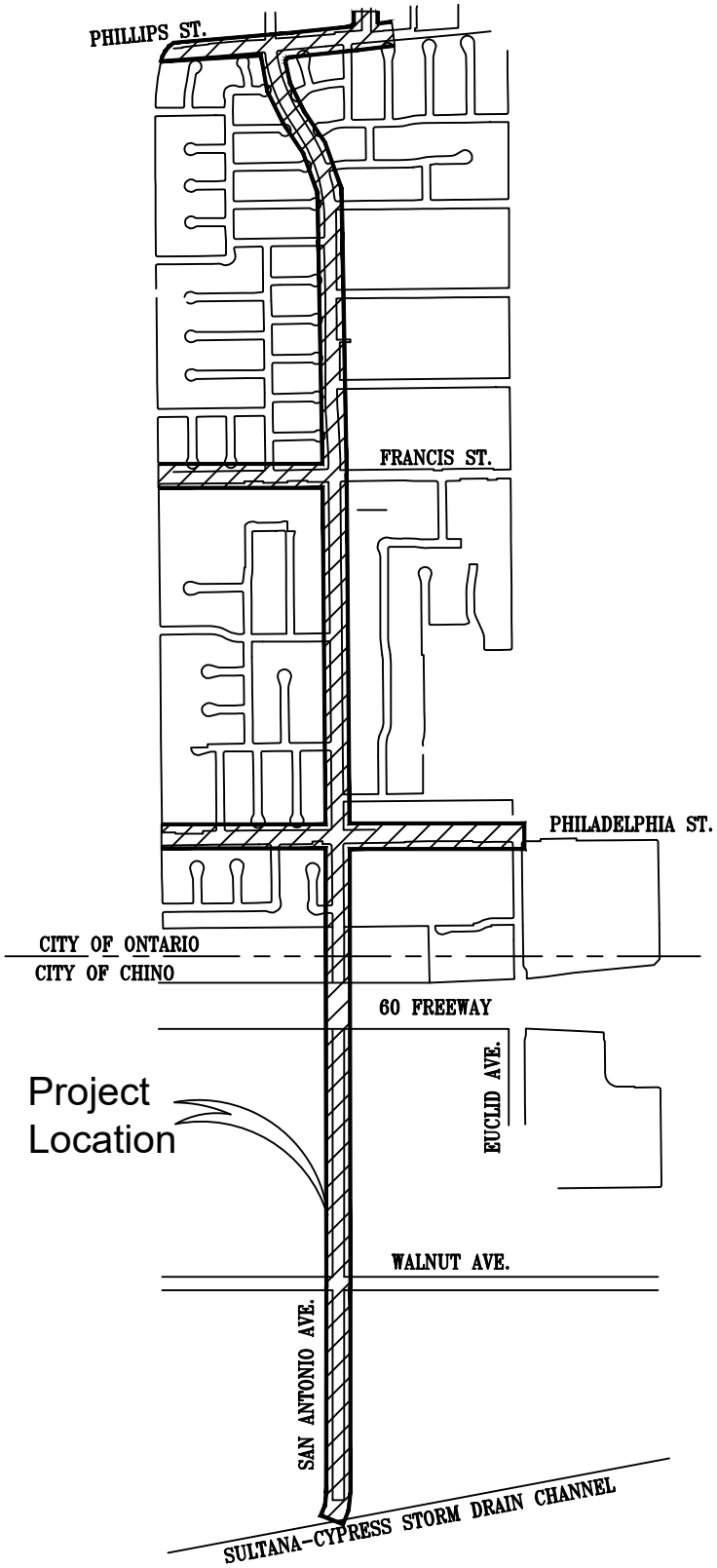
Cost proposal is subject to pervailing wage rates, and prvailing wage rate change for inspectors.

Misceleanous expenses includes stationeries and other items needed for CM team.

All costs are subject to negotiations.

SAN ANTONIO AVENUE
STORM DRAIN IMPROVEMENT
Project No. SM2101

SULTANA-CYPRESS STORM DRAIN CHANNEL TO PHILLIPS ST.



N.T.S.

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Douglas J Sorel Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH SLS PROPERTY SOLUTIONS, INC. FOR EMERGENCY ON-CALL BOARD UPS AND ABATEMENT

RECOMMENDATION: That the City Council authorize Change Order #3 to the construction agreement with SLS Property Solutions Inc. of Santa Ana, CA for emergency board ups and abatements, extending the term of the agreement by one additional year and increasing the total not-to-exceed amount to $700,000 for the term of the agreement; and authorize the City Manager, or his designee, to execute said Agreement and future change orders within authorization limits.

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

FISCAL IMPACT: Proposed Change Order No. 3 increases the agreement by $150,000 for a revised total not-to-exceed of $700,000. If approved, appropriations will be included in future Annual Budgets to City Council for approval as needed in the General Fund and Housing Authority Fund for emergency on-call board ups and abatements.

BACKGROUND & ANALYSIS: On June 21, 2022, the City Council approved a Construction Agreement with SLS Property Solutions, Inc. of Santa Ana, CA, to perform emergency board up services and abatements. Various City Departments utilize their services to board-up public and private buildings damaged by fire, burglary, vandalism, and other causes, and to abate nuisance conditions on vacant lots identified through the Weed Abatement Program.

Change Order No. 1 was approved on April 24, 2024, to address an increase in demand for both board-up services and vacant lot abatement by increasing the not-to-exceed amount of the Agreement from $100,000 to $150,000 for Fiscal Years 2023-24 and 2024-25 and increased the total not-to-exceed amount from $300,000 to $400,000. Change Order No. 2, approved on June 3, 2025, extended the term of the agreement through Fiscal Year 2025-26 and increased the total not-to-exceed amount from $400,000 to $550,000.

Proposed Change Order No. 3 extends the term of the agreement by one additional year, increases the total not-to-exceed amount from $550,000 to $700,000, and amends the agreement terms to include a cancellation fee for on-call services.

EXHIBIT A

City of Ontario
Line items for Project Emergency On-Call Board up and Abatements (1500)
Issued on 02/01/2022
Bid due on February 24, 2022 1:00 PM (PST)
Exported on 02/17/2022 updated 1/14/2026
SLS Property Solutions, Inc.

Item Number	Section	Item Code	Item Description	Unit of Measure	Quantity	Amount
1	Labor Rates		Labor (Prevailing Wage)	HR	1	$176.23
2	Labor Rates		On-Site Supervision (Prevailing Wage)	HR	1	$176.23
3	Labor Rates		Labor - Weekends/After Hours (Prevailing Wage)	HR	1	$282.57
4	Labor Rates		On-Site Supervision - Weekend/After Hours (Prevailing Wage)	HR	1	$282.57
5	Labor Rates		Minor Plumbing Repairs Labor (Prevailing Wage)	HR	1	$221.51
6	Labor Rates		Weed Abatement Labor Rate (Prevailing Wage)	HR	1	$77.25
7	Labor Rates		Fence Repair Labor Rate (Prevailing Wage)	HR	1	$176.23
8	Labor Rates		Tree Trimming/Removal Labor Rate (Prevailing Wage)	HR	1	$206.00
9	Markup Rate		Markup Rate Percentage (Labor/Overhead/Profit)	Percentage	1	35.00%
10	Misc. Equipment Use (Posted Rate/Rental Rate + Operator)		10 Wheel Dump Truck (state hour min. if applicable)	HR	1	149.35
11	Misc. Equipment Use (Posted Rate/Rental Rate + Operator)		Bob Cat Tractor (state hour min. if applicable)	HR	1	$375.98
12	Misc. Equipment Use (Posted Rate/Rental Rate + Operator)		Skip loader w/Back-Hoe (state hour min. if applicable)	HR	1	$451.13
13	Misc. Equipment Use (Posted Rate/Rental Rate + Operator)		Ditch Witch Trencher (state hour min. if applicable)	HR	1	$453.66
14	Misc. Equipment Use (Posted Rate/Rental Rate + Operator)		Mechanical Water Pump (state hour min. if applicable	HR	1	$302.22
15	Calls that cancel before arrival at location			Flat rate	1	$176.23
16	Calls that cancel after arrival		Billing will be actual time used from Port to Port for the appropriate time, day and, rate	HR	1	$176.23 to $282.57

Items 10 - 14 (trucking and other equipment) have an 8-hour minimum. These items include the truck or equipment and the operator.
Items 6 - Weed abatement is for hand weed abatement work and there is a 4-hour minimum.
If item 6 requires tractor work the rate will be $250.00 per hour and a 4-hour minimum.
Item 8 - Tree trimming/Removal has a 4-hour minimum.
All labor and equipment rates are per manhour.

CITY OF ONTARIO
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CITY MANAGER

CITY OF ONTARIO
CHANGE ORDER

Project: EMERGENCY ON-CALL BOARD-UPS AND ABATEMENTS

Change Order Number: 3

Contract Date: **July 1, 2022**

Change Order Date: _____

To: SLS Property Solutions, 875 Iron Horse Dr, Ste A-271, Park City, UT 84060

THIS CHANGE ORDER FORM SHALL BE USED FOR ALL CHANGE ORDERS ASSOCIATED WITH THE WORK. NO ADDITIONS OR DELETIONS TO THIS FORM SHALL BE ALLOWED, EXCEPT WITH PERMISSION OF THE CITY OF ONTARIO.

The Contract is changed as follows:

Modify Exhibit “G” to include line item 15 and 16:
Calls that cancel before arrival at location, Flat Rate $176.23
Calls that cancel after arrival, Billing will be actual time from Port to Port for the appropriate time, day, and rate (per hour) $176.23 to $282.57

Attached as Exhibit A

Contractor agrees to furnish all labor, materials, equipment and services to perform the Work, modified as described herein, in accordance with the Contract Documents as revised by this Change Order.

NOT VALID UNTIL SIGNED BY OWNER

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

The original Contract Price was	$300,000
Net change by previously authorized Change Orders	$250,000
The Contract Price prior to this Change Order was	$550,000
The Contract Price will be changed by this Change Order in the amount of	$150,000
The new Contract Price including this Change Order will be	$700,000

In consideration of the change(s) describe above, the Contract Time is adjusted as follows:

The Contract Time will be: increased ☒ decreased ☐ unchanged ☐ by	1 Fiscal Year
The Contract Time prior to this Change Order was	4 Fiscal Years
The new Contract Time including this Change Order will be	5 Fiscal Years

Attachments: Exhibit A

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. The adjustments to the Contract Price and Contract Time in this Change Order constitutes the entire compensation and/or adjustment thereto due to Contractor, including direct, indirect, consequential, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the Work covered by this Change Order. By signing this Change Order, Contractor agrees to accept the amount of the adjustment to the Contract Price, and the adjustment of the Contract Time, as payment in full for all costs, including direct, indirect, consequential, and overhead (field and home office) costs, related to the change in the Work covered by this Change Order.

Accepted:

(Signature) Sarah L Strader, President	Date

Approved:

(Signature) Rudy Zeledon, Executive Director Community Development	Date

Approved:

(Signature) Scott Ochoa, City Manager	Date

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: City Manager's Office Prepared By: Ria M Pavia Department: Prepared By: Ria M Pavia Staff Member Presenting: Jordan Villwock, Deputy City Manager Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: APPROVAL TO SUBMIT ESTABLISHMENT DOCUMENTS TO CREATE THE ONTARIO COMMUNITY AND YOUTH FOUNDATION, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

RECOMMENDATION: That the City Council authorize the City Manager and City Attorney, or their designees, to execute and file the Articles of Incorporation and Bylaws for the Ontario Community and Youth Foundation, a nonprofit public benefit corporation, and authorize the completion, execution, and filing of all documents necessary to establish the organization as a tax-exempt entity under State and federal law.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: There is no direct fiscal impact associated with the creation of the nonprofit corporation. The Foundation will operate independently and will seek donations, grants, gifts, and other charitable contributions. No General Fund allocation is required for its establishment.

BACKGROUND & ANALYSIS: The City of Ontario prioritizes strengthening communities that need additional support and expanding access to lifelong educational opportunities. Meaningful community advancement requires sustained investment across educational, civic, economic, and social dimensions. Establishing the Ontario Community and Youth Foundation creates a structured and transparent mechanism to support these priorities and enhance the City's ability to invest in communities that may require resources beyond traditional public funding.

The proposed Foundation will be organized as a California nonprofit public benefit corporation and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The specific purposes of this Corporation are to: (1) support and strengthen the well-being of communities, with a focus on children, youth, seniors, and families; (2) promote educational opportunities, youth development, and lifelong learning; (3) address unmet community

needs and gaps in services that impact quality of life; (4) support programs, initiatives, and partnerships that enhance civic infrastructure and community capacity; and (5) engage in any other charitable and educational activities permitted under Section 501(c)(3) of the Internal Revenue Code that are consistent with these purposes.

The City's regular funding supports essential services and established programs. At the same time, there are meaningful opportunities to expand our impact through scholarships, youth development efforts, community service initiatives, and other activities that directly benefit residents but are not always feasible within traditional municipal funding structures. In addition, experience locally and in surrounding communities has shown that unforeseen or time sensitive circumstances can arise that require flexibility beyond normal budget cycles. Establishing the Foundation allows the City to thoughtfully support community and youth initiatives while also strengthening its readiness to respond responsibly when emerging needs occur.

Through this nonprofit structure, the Foundation will be able to accept tax deductible donations, pursue private and philanthropic grants that are not typically available directly to municipalities, and partner with businesses and community members who want to invest in Ontario's future. It also creates a formal avenue to support extraordinary or emerging community needs when they arise.

The Foundation is not intended to replace or duplicate existing City programs. Rather, it will serve as a complementary funding mechanism designed to reinforce Council priorities and support communities requiring additional investment or partnership.

As outlined in the proposed Bylaws, the Foundation will be governed by a Board of Directors consisting of no fewer than five and no more than nine members. The Board will include the City Manager, or the City Manager's designee, who will serve as Chair; the Executive Director of Finance, or a designee who is an employee of the City's Financial Services Department, who will serve as Treasurer; and the Assistant City Clerk, or a designee who is an employee of the City Clerk's Department, who will serve as Secretary. These three officers will jointly appoint at least two qualified City employees and at least two qualified community members to serve on the Board. Community member directors will serve two-year terms and may serve up to three consecutive terms. Directors may not be "interested persons" as defined under State law and will serve without compensation. The Foundation will operate with appropriate transparency, financial reporting, and compliance requirements consistent with nonprofit and State law. All assets of the Foundation will be irrevocably dedicated to charitable purposes and may not be used to the benefit of any private individual.

Establishing the Ontario Community and Youth Foundation provides the City with a responsible and transparent structure to leverage community partnerships and philanthropic support, protect public resources, and expand opportunity for residents while maintaining fiscal responsibility and alignment with Council priorities.

ARTICLES OF INCORPORATION
OF
ONTARIO COMMUNITY AND YOUTH FOUNDATION

ARTICLE I
NAME

The name of this corporation is ONTARIO COMMUNITY AND YOUTH FOUNDATION ("Corporation").

ARTICLE II
PURPOSES

A. This Corporation is a nonprofit public benefit organization and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law exclusively for charitable purposes.

B. The specific charitable purposes of the Corporation are to: : (1) support and strengthen the well-being of communities, with a focus on children, youth, and families; (2) promote educational opportunities, youth development, and lifelong learning; (3) address unmet community needs and gaps in services that impact quality of life; (4) support programs, initiatives, and partnerships that enhance civic infrastructure and community capacity; and (5) engage in any other charitable and educational activities permitted under Section 501(c)(3) of the Internal Revenue Code that are consistent with these purposes.

ARTICLE III
INITIAL AGENT FOR SERVICE OF PROCESS

The name and address in the State of California of this Corporation's initial agent for service of process is:

Isabel C. Safie
Best Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, California 91761

ARTICLE IV
INITIAL STREET AND MAILING ADDRESS

The initial street and mailing address of the corporation is:

303 E. B Street
Ontario, California 91764

ARTICLE V
LIMITATION OF CORPORATE ACTIVITIES

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code").

B. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of the corporation, and the corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

C. No substantial part of the activities of this Corporation shall consist of lobbying or carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

ARTICLE VI
DEDICATION AND DISSOLUTION

A. The property of this Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer or member thereof, or to the benefit of any private persons.

B. Upon the dissolution or winding up of the Corporation, and after paying or adequately providing for its debts and obligations, the remaining assets of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Code, or to the City of Ontario, California, provided such assets are used for the purposes for which the Corporation was established.

C. If the Corporation holds any assets in trust then such assets shall be disposed of on dissolution in conformity with these Articles of Incorporation or the bylaws for the Corporation subject to complying with the provisions of any trust under which such assets are held. The disposition shall be in such manner as may be directed by decree of the Superior Court of the county in which the Corporation has its principal offices, on petition therefor by the Attorney General or by any person concerned in the liquidation, in a proceeding to which the Attorney General is as party. Such decree of the Superior Court may be waived if the Attorney General makes a written waiver of objections to the disposition.

Date: March __, 2026

_____

ISABEL C. SAFIE
Incorporator

BYLAWS
OF
ONTARIO COMMUNITY AND YOUTH FOUNDATION
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE I
ORGANIZATION

1.1 Name. The name of this corporation is ONTARIO COMMUNITY AND YOUTH FOUNDATION ("Corporation").

1.2 Purpose. The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes of this Corporation are to: (1) support and strengthen the well-being of communities, with a focus on children, youth, seniors and families; (2) promote educational opportunities, youth development, and lifelong learning; (3) address unmet community needs and gaps in services that impact quality of life; (4) support programs, initiatives, and partnerships that enhance civic infrastructure and community capacity; and (5) engage in any other charitable and educational activities permitted under Section 501(c)(3) of the Internal Revenue Code that are consistent with these purposes.

1.3 Limitation on Corporate Activities. The Corporation is organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"). The Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Code, or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Code.

1.4 Dedication of Assets. The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, none of the assets of the Corporation shall be distributable to any director, officer or member thereof or to the benefit of any private person and any assets remaining after payment or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Code, or to the City of Ontario, California, provided such assets are used for the purposes for which the Corporation was established.

1.5 Principal Office. The principal office for the transaction of the activities and affairs of this Corporation shall be located and maintained at 303 E. B Street, Ontario, California 91764. The Board (as that term is defined in Section 3.2 of these Bylaws) is hereby granted full power and authority to change the location of the principal office of the Corporation from one location to another location in the City of Ontario or County of San Bernardino. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an amendment of these Bylaws.

The Corporation may also have offices at such other places, within or without San Bernardino County, as its business may require and as the Board may designate.

ARTICLE II
MEMBERS

The Corporation shall have no members as that term is defined by section 5056 of the California Corporations Code ("CCC"), and shall be governed solely by its Board in accordance with these Bylaws. Pursuant to section 5310(b) of the CCC, any action which would otherwise require approval by a majority of all members shall only require the approval of the Board. The Corporation may refer to persons or entities associated with it as "members" even though those persons or entities are not voting members, but no such reference shall constitute anyone a member within the meaning of section 5056 of the CCC.

ARTICLE III
BOARD OF DIRECTORS

3.1 General and Specific Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations in the Articles of Incorporation or these Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. Without limiting the generality of the foregoing, the Board shall have the power and authority to exercise this Corporation's rights as member or shareholder of any other corporation, venture or entity in which this Corporation has an interest as a member, shareholder or otherwise. In doing so, the Board may, by resolution authorize one (1) or more officers of this Corporation to represent this Corporation with respect to any matter to be acted upon by this Corporation as a member, shareholder or otherwise.

3.2 Directors.

3.2.1 Number. The authorized number of directors ("Directors") of the board of directors ("Board") of the Corporation shall be not less than five (5) or more than nine (9), the exact number to be fixed by resolution adopted by the Board, provided that any amendment which reduces the number of Directors shall not have the effect of terminating the unexpired term of any Director. The exact number of Directors initially authorized shall be seven (7) until changed within the limits specified herein by a duly adopted resolution of the Board.

3.2.2 Designated Directors. The Board shall be composed of the following:

(a) the City Manager of the City of Ontario, California ("City"), or the City Manager's designee, during the tenure of the City Manager;

(b) the Executive Director of Finance, or a designee who shall be an employee of the City's Financial Services department, during the Executive Director of Finance

or the designee's term of employment, unless otherwise replaced by the Executive Director of Finance;

(c) the Assistant City Clerk, or a designee who shall be an employee of the City's City Clerk department, during the Assistant City Clerk's or designee's term of employment, unless otherwise replaced by the Assistant City Clerk;

(d) at least two (2) qualified community members, who shall be appointed by a majority vote of the three (3) Directors identified in subsections (a) through (c) above;

(e) at least two (2) qualified City employees, who shall be appointed by a majority vote of the three (3) Directors identified in subsections (a) through (c) above.

The number of community member Directors and City employee Directors under subsections (d) and (e) may be reduced to one (1) each if the overall number of Directors is reduced under Section 3.2.1.

3.3 Qualifications and Term of Office.

3.3.2 Qualifications. All Directors shall be natural persons who (a) have a demonstrated interest in the purposes of the Corporation; and (b) are generally available to manage and direct the affairs of the Corporation.

3.3.3 Term of Office. The term of each Director who is a community member and a qualified City employee shall be two (2) years. Each Director who is a community member shall be eligible to serve up to three (3) consecutive terms.

3.3.4 Vacancy During Term of Office. A vacancy occurring in the office of a Director appointed by the Directors identified in 3.2.2(a)–(c) may be filled by such Directors for the balance of the unexpired term and until a successor has been elected and qualified.

3.4 Interested Persons. None of the individuals serving on the Board may be "interested persons."

3.4.1 As used in this Section 3.4, an "interested person" means:

(a) Any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a Director for his/her service as Director; and

(b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of such person.

3.4.2 Any violation of the provisions of this Section 3.4 shall not affect the validity or enforceability of any transaction entered into by the Corporation.

3.5 Resignations of Directors. Except as provided in these Bylaws, any Director may resign by giving written notice to the Chair or the Secretary. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Director's resignation becomes effective at a later time, a successor may be appointed or elected to take office as of the date when the resignation becomes effective.

3.6 Removal of Directors. A Director who is a community member may be removed from office, with or without cause, by the vote of the majority of the Board.

3.7 Vacancies. A vacancy on the Board shall exist on the occurrence of the following: (a) the death, disqualification, resignation, suspension, expulsion or termination of any Director; (b) the declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by an order of any court, convicted of a felony or found by final order of judgment of any court to have breached a duty under Article 3 of Chapter 2 of Division 3 of the CCC; or (c) the increase in the authorized number of Directors.

3.7.1 Removal of a Director for one or more of the reasons listed in (b) above may be initiated by any member of the Board.

3.7.2 A vacancy on the Board shall be filled in the same manner of selection as that used to select the Director whose office is vacant for the balance of the unexpired term and until a successor has been elected and qualified.

3.7.3 No reduction in the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

3.8 Compensation of Directors. Directors shall receive no compensation for their services as Directors of the Corporation. However, they shall be entitled to receive such just and reasonable reimbursement of expenses as may be determined by the Board.

3.9 Inspection Rights of Directors. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation during normal weekday business hours. If a Director wishes to be accompanied by an attorney during such inspection, then the inspection will be scheduled at a time when the Corporation's attorney will be present.

3.10 Standard of Care. A Director shall perform the duties of a director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared and presented by:

(a) One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, as long as, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

A person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director.

ARTICLE IV
MEETINGS OF THE BOARD

4.1 In General. To the extent possible, all meetings of the Governing Board shall be held in accordance with the requirements of the Ralph M. Brown Act as set forth in Section 54950 et seq. of the California Government Code ("Brown Act") and all other requirements under the CCC.

4.2 Place of Meetings. Unless specified otherwise, meetings of the Board shall be held at the principal office of the Corporation.

4.3 Annual Meetings. The annual meeting of the Board ("Annual Meeting") shall be held each year on a date and at a time designated by resolution of the Board. The Annual Meeting shall be held for the purpose of organization, election of officers, adoption of the budget, and the transaction of such other business as may properly be brought before the meeting.

4.4 Regular Meetings. Regular meetings of the Board shall be held on such date and time as the Board shall determine from time to time. The Board shall hold at least four (4) regular meeting each fiscal year.

4.5 Notice of Regular Meetings. Notice and agenda of all regular meetings of the Board shall be published at least 72 hours before the regular meeting, in accordance with the Brown Act. Notice and agenda of all regular meetings shall be given to each Director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages; (d) facsimile; (e) electronic mail; or (f) other electronic means. Notices sent by first-class mail shall be deposited in the United States mail at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone or electronic transmission shall be delivered, telephoned or sent, respectively, at least two (2) business days before the time set for

the meeting. The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office.

4.6 Special Meetings. Special meetings of the Board for any purpose or purposes may be called by the Chair, Secretary or any two Directors.

4.7 Notice of Special Meetings. Notice of the time and place of special meetings as well as all business to be transacted or discussed shall be published at least 24 hours prior to the special meeting using the same methods as posting an agenda for a regular meeting. Notice shall be given to each Director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the Director's address or telephone number as shown on the Corporation's records. Notices sent by first-class mail shall be deposited in the United States mail at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or electronic transmission shall be delivered, telephoned or sent, respectively, at least forty-eight (48) hours before the time set for the meeting. The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office.

4.8 Waiver of Notice. Written notice may be dispensed with as to any Director who, at or prior to the time the meeting convenes, files with the Secretary a written waiver of notice, a written consent to the holding of the meeting, an approval of the minutes of the meeting, or who is actually present at the meeting when it convenes. All such waivers, consents and approvals shall be made a part of the minutes of the meeting.

4.9 Conduct of Meetings. Meetings of the Board shall be presided over by the Chair, or in his or her absence, by the Secretary.

4.10 Quorum. A majority of the authorized number of Directors then in office shall constitute a quorum for the transaction of any business except adjournment.

4.11 Required Vote of Directors.

4.11.1 In General. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions contained in these Bylaws or provided of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to: (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest; (b) approval of certain transactions between corporations having common directorships; (c) creation of and appointments of committees of the Board, and (d) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting or such greater number as is required by the Articles of Incorporation, these Bylaws or by law.

4.11.2 Greater Vote Required. Notwithstanding Section 4.11.1, the amendment, or repeal of these Bylaws or adoption of new bylaws, and the amendment or restatement of the Articles of Incorporation, requires the approval of two-thirds (2/3) of the authorized number of Directors.

4.12 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned more than twenty-four (24) hours, in which case notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

ARTICLE V
COMMITTEES OF THE BOARD

5.1 Committees.

5.1.1 Generally. Except as limited by Section 5.2 of these Bylaws, the Board may by resolution adopted by a majority of the Directors then in office, designate one or more committees for any purposes and delegate to such committees any of the powers and authorities of the Board to the extent permitted by section 5212 of the CCC. All such committees shall consist of a number of Directors that will be determined by the Board as committees are established.

5.1.2 Committee Members. The chairperson and members of each special or advisory committee, except as otherwise provided by the Board or by these Bylaws, shall be appointed annually by the Board and may be removed by majority vote of the Directors then in office. Vacancies on any committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

5.1.3 Standing Committees.

(a) Budget, Finance, and Audit Committee. This committee shall be composed of at least two elected Directors and other person(s) who the Board determines to have expertise in these matters. This committee shall make reports and recommendations to the Board concerning: the establishment of investment policies for the Corporation; the investment of Corporation funds; the selection of financial institutions to serve as depositories for funds; the selection of financial advisors; the development of operating and other budget for the Corporation; and the oversight of accounting for the Corporation. The audit side of this committee will ensure compliance and review the control systems of the Corporation and supervise external financial reporting.

(b) Administrative Committee. This committee shall be composed of at least two elected Directors and other person(s) who the Board determines to have expertise in these matters. This committee shall organize the meetings of the Board, shall be responsible for

the orientation of any retreats, and be responsible for any campaigns, marketing and branding for the Corporation.

5.1.4 Quorum; Meetings. Each committee shall meet as often as necessary to perform its duties, at such times and places as directed by its chairperson or by the Board. A majority of the members of a committee shall constitute a quorum of such committee and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Each committee shall keep accurate minutes of its meetings, the chairperson designating a secretary of the committee for this purpose, and shall make periodic reports and recommendations to the Board.

5.1.5 Expenditures. Except as may otherwise be provided by the Board or by these Bylaws, any expenditure of corporate funds by a committee shall require prior approval of the Board.

5.2 Limitation on Delegation. In accordance with the CCC, the Board may not delegate any power of final action to any committee not composed entirely of Directors, and may not delegate to any committee the following powers:

(a) the filling of vacancies on the Board or on any committee which has the authority of the Board;

(b) the fixing of compensation of the Directors for serving on the Board or on any committee;

(c) the amendment or repeal of Bylaws or the adoption of new Bylaws;

(d) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(e) the appointment of committees of the Board or the members thereof;

(f) the expenditure of corporate funds to support a nominee for Director after there are more persons nominated for Director than can be elected; or

(g) the approval of any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except as special approval is provided for in section 5233(d)(3) of the CCC.

5.3 Advisory Committees. Advisory committees may be appointed from time to time by the Board. Advisory committees' membership may consist of Directors only, both Directors and nondirectors, or nondirectors only. Advisory committees have no legal authority to act for the Corporation, shall serve only in an advisory capacity and shall report their findings and recommendations to the Board.

ARTICLE VI

OFFICERS

6.1 Officers. The officers of this Corporation shall be a Chair, Secretary and Treasurer. The Board may establish such other offices as it shall deem advisable. Additional officers so elected shall hold office for such period and shall have such powers and duties as the Board may authorize from time to time. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chair. No officer shall execute, acknowledge, or verify any instrument in more than one capacity, if such instrument is required to be executed, acknowledged or verified by two (2) or more officers.

6.1.1 Chair. The City Manager, or their designee, shall serve as the Chair. The Chair shall preside at all meetings of the Board and exercise and perform such other powers and duties as the Board may assign from time to time. The Chair may also be designated by the alternate titles of "President" or "Chief Executive Officer".

6.1.2 Secretary. The Director employed as a City Clerk department staff member shall serve as Secretary. In the absence of the Chair, the Secretary shall preside at meetings of the Corporation. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings and actions of the Board, and of meetings of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular or special, and if special, how authorized; the notice given; and the names of persons present at Board and committee meetings. The Secretary shall keep or cause to be kept written waivers of notice of meetings; written consents to holding meetings, written approval of minutes of meetings; and unanimous written consents of action of the Board without a meeting. The Secretary shall keep or cause to be kept, at the principal office of the Corporation, a copy of the Articles of Incorporation and Bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board that these Bylaws require to be given. The Secretary shall have such other powers and perform such other duties as the Board or these Bylaws may require.

6.1.3 Treasurer. The Director employed as a City Financial Services department staff member shall serve as the Treasurer. The Treasurer shall keep and maintain, or cause to be kept, and maintained adequate and correct books and accounts of the Corporation's properties and transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The Treasurer shall send, or cause to be given, to the Directors such financial statements and reports as are required to be given by law, by these Bylaws or by the Board. The books of account shall be open to inspection by any Director at all reasonable times. The Treasurer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (ii) disburse the Corporation's funds upon a check or draft of the Corporation signed pursuant to the order of the Board; (iii) render to the Chair and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and (iv) have such other powers and perform such other duties as the Chair, Board or these Bylaws may require. The Treasurer may also be designated by the alternate title "Chief Financial Officer" if the Corporation does not obtain the services of an individual to serve as its chief financial officer.

6.2 Election; Removal; and Term of Office.

6.2.1 Election. The officers of the Corporation shall be elected by the Board at its Annual Meeting.

6.2.2 Term of Office. Each officer shall hold office for one (1) year at the pleasure of the Board and until his or her successor shall be selected and qualified to serve.

6.2.3 Removal. Any officer may be removed from office at any time by the Board, with or without cause or prior notice.

6.2.4 Resignation. Any officer may resign at any time upon written notice to the Board, and such resignation is effective upon receipt of the written notice by the Board unless the notice prescribes a later effective date or unless the notice prescribes a condition to the effectiveness of the resignation.

6.2.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled for the unexpired term at any meeting of the Board.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification. The Corporation shall indemnify a Director, officer, or employee under the provisions of section 5238 of the CCC, or pursuant to any contract entered into with any employee who is not an officer or Director.

7.2 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation as authorized in section 5238 of the CCC prior to the final disposition of such proceeding, upon receipt of an undertaking by or on behalf of the Director, officer or employee to repay such amount unless it shall be determined ultimately that the Director, officer or employee is entitled to be indemnified.

7.3 Insurance. The Corporation shall purchase and maintain insurance on behalf of any Director, officer or employee of the Corporation against any liability asserted against or incurred by the Director, officer or employee in such capacity or arising out of the Director's, officer's or employee's status as such, whether or not the Corporation would have the power to indemnify the Director, officer or employee against such liability under the provisions of section 5238 of the CCC.

ARTICLE VIII
AMENDMENTS

8.1 Amendment of Articles. The amendment or restatement of the Articles of Incorporation of the Corporation is provided for by California state law and requires the approval

of two-thirds (2/3) of the Directors of the Corporation, a majority of the City Council of the City, and the filing of a certificate of amendment with the Secretary of State.

8.2 Amendment of Bylaws. These Bylaws may be amended or repealed, or new bylaws may be adopted, only by approval of two-thirds (2/3) of the Directors of the Corporation, subject to the written consent of the City Council of the City. Any conflict between these Bylaws and the Articles of Incorporation shall be resolved in favor of the Articles of Incorporation.

ARTICLE IX
RECORDS

9.1 Minute Book. The Corporation shall keep or cause to be kept a minute book which shall contain:

(a) The record of all meetings of the Board including date, place, those attending and the proceedings thereof, a copy of the notice of the meeting and when and how given, written waivers of notice of meeting, written consents to holding meeting, written approvals of minutes of meeting, and unanimous written consents to action of the Board without a meeting, and similarly as to meetings of committees of the Board established pursuant to these Bylaws.

(b) A copy of the Articles of Incorporation, and all amendments thereof, and a copy of all certificates filed with the Secretary of State; and

(c) A copy of these Bylaws, and all amendments hereof, duly certified by the Secretary.

9.2 Financial Statements; Annual Report.

9.2.1 Financial Statements. Financial statements shall be prepared as soon as reasonably practicable after the close of the fiscal year, but not later than the fifteenth (15th) day of the fourth (4th) month after the close of said fiscal year. The financial statements shall contain in appropriate detail the following: (i) a balance sheet for the Corporation as of the end of the fiscal year; (ii) an income statement for the same period; and (iii) a statement of cashflows for that same period.

9.2.2 Annual Report to Directors. An annual report, including the financial statements prescribed by Section 9.2.1 of these Bylaws, shall be furnished annually to all Directors within 120 days after the end of the Corporation's fiscal year and shall include any information required by Section 9.3 of these Bylaws. The financial statements included with the annual report shall be accompanied by a report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation. If the Board approves, the Corporation may send the report and any accompanying material sent pursuant to this Section 9.3 by electronic transmission.

9.2.3 Exception. Notwithstanding Sections 9.2.1 and 9.2.2, the requirement of a financial statement and an annual report shall not apply if the Corporation receives less than $10,000 in gross revenues or receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors who request it in writing.

9.3 Report of Transactions and Indemnifications. As part of the annual report to all Directors required by Section 9.2.2 of these Bylaws, or a separate document if no annual report is issued, the Corporation shall annually prepare and mail, deliver or send by electronic transmission to all Directors a statement of any transaction between the Corporation and one of its officers or Directors or of any indemnification paid to any officer or Director. The statement shall be mailed within 120 days after the close of the fiscal year. The statement required by this Section shall describe briefly:

9.3.1 Covered Transactions. Any covered transaction during the previous fiscal year involving more than Ten Thousand Dollars ($10,000), or which was one of a number of covered transactions in which the same "interested person" had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Ten Thousand Dollars ($10,000). The names of the "interested persons" involved in such transactions, stating such person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

9.3.2 Indemnifications. The statement shall describe briefly the amount and circumstances of any indemnifications or advances aggregating to more than Ten Thousand Dollars ($10,000) paid during the fiscal year to any officer or Director of the Corporation pursuant to section 5238 of the CCC.

For purposes of this Section 9.3, an "interested person" is (i) any Director or officer of the Corporation, or its parent or subsidiary; and (ii) any holder of more than 10 percent (10%) of the voting power of the Corporation, its parent or subsidiary.

9.4 Periodic Regulatory Filings.

9.4.1 Secretary of State. In accordance with section 6210 of the CCC, the Corporation shall file a statement of information, in the form required by the Secretary of State, every two years from the date of its incorporation. The statement must be filed no earlier than August 1 and no later than January 31 of the year in which the filing is required. In addition, the Corporation must also file a statement if at any time before the required biennial filing is due the information provided in the previously filed statement has changed.

9.4.2 Attorney General. Within thirty (30) days of first receiving property, the Corporation shall file with the Attorney General an initial registration form, setting forth such information and attaching documents prescribed in accordance with rules and regulations of the Attorney General. Thereafter, the Corporation shall renew its registration annually within four (4) months and fifteen (15) days after the end of the fiscal year.

ARTICLE X
MISCELLANEOUS

10.1 Accounting Year. The accounting year of the Corporation shall end on the 30th day of June of each year.

10.2 Bonding. All Directors, officers or employees handling funds shall be properly bonded, if so required by the Board.

10.3 Self-Dealing. In the exercise of voting right by Directors, no Director shall vote on any issue, motion or resolution which directly or indirectly inures to his or her benefit financially, except that such Director may be counted in order to qualify a quorum and, except as the Board may otherwise direct, may participate in a discussion on such an issue, motion or resolution if he or she first discloses the nature of his or her interest subject to the applicable provisions of the CCC.

10.4 Gifts and Donations. The Board may accept on behalf of the Corporation any contributions, gifts, bequests or devises for the general purpose or for any special purpose of the Corporation not in violation of the Corporation's Articles of Incorporation.

10.5 Contracts. Unless otherwise set forth in these Bylaws the Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

10.6 Checks; Drafts; etc. Except as otherwise set forth in these Bylaws, all checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

10.7 Conflicts of Interest. The Corporation, through its Board, may promulgate from time to time a conflict of interest policy and other policies according to the current law then in effect to be adhered to by its officers and Directors.

10.8 Inspection of Articles and Bylaws. The Corporation shall keep at its principal executive office in California the original or a copy of its Articles of Incorporation endorsed and certified by the Secretary of State and its Bylaws certified by the Secretary, as amended or otherwise altered to date, which shall be open to inspection by Directors at all reasonable times during office hours.

10.9 Inspection by Public. In accordance with section 6104 of the Code, copies of the Corporation's application for tax exemption and any papers submitted in support of such application shall be made available by the Corporation for inspection at the request of any individual during regular business hours at the Corporation's principal place of business and at

any regularly maintained regional or district office of the Corporation having three or more employees.

10.10 Interpretation and Construction. Any conflict between these Bylaws and the Articles of Incorporation shall be resolved in favor of the Articles of Incorporation. Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

10.11 Dissolution. The Corporation shall not be voluntarily dissolved, except by approval of the Board. In the event of dissolution of the Corporation in any manner and for any cause, after the payment or adequate provision for the payment of all of its debts and liabilities, all of the remaining funds, assets and properties of the Corporation shall be paid or distributed as provided for in the Articles of Incorporation.

10.12 Rules of Order. The Modern Rules of Order shall be the parliamentary law of all proceedings of the Board and all committees. Notwithstanding the foregoing, failure to follow the Modern Rules of Order at any meeting shall not affect the validity of any corporate action otherwise in compliance with the CCC and this Corporation's Articles of Incorporation, these Bylaws and applicable corporate resolutions.

10.13 Job Descriptions and Policies. Notwithstanding any other provision in these Bylaws to the contrary, the Board may, at its option, implement job descriptions and policies for Directors, committee members, officers and other employees.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of THE ONTARIO COMMUNITY AND YOUTH FOUNDATION, a California nonprofit public benefit corporation ("Corporation"); and

2. That the foregoing Bylaws, comprising thirteen (13) pages, constitute the Bylaws of said Corporation, as duly approved by the Board of Directors of said Corporation at a meeting duly held on _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____ day of _____, _____.

_____

_____, Secretary

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Celeste Owens Department: Prepared By: Celeste Owens Staff Member Presenting: Rudy Lopez, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: **AN ENCAMPMENT DELEGATED MAINTENANCE AGREEMENT BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION AND THE CITY OF ONTARIO**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute an Encampment Delegated Maintenance Agreement with the State of California, acting by and through the Department of Transportation (Caltrans) to specific maintenance functions.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The State of California shall reimburse the City of Ontario for the actual costs of maintenance services satisfactorily performed under the Agreement. Reimbursement shall not exceed $400,000 with a maximum reimbursement of $50,000 per quarter, unless otherwise approved in writing by California Department of Transportation (Caltrans). All reimbursable costs will be processed in accordance with Caltrans requirements. No additional impact to the City General Fund is anticipated.

BACKGROUND & ANALYSIS: The City of Ontario and the State of California, acting through the California Department of Transportation (Caltrans), entered into a Delegated Maintenance Agreement on March 17, 1994. The agreement allows the City to perform certain maintenance services within State highway right-of-way located within City limits, in accordance with Caltrans standards. Maintenance operations include the removal of encampments, litter, and debris.

Approval of the proposed agreement will allow the City of Ontario to continue providing these delegated maintenance services while receiving reimbursement from the State, ensuring continuity of services and ongoing compliance with Caltrans requirements.

ENCAMPMENT DELEGATED MAINTENANCE AGREEMENT WITH THE CITY OF ONTARIO

This ENCAMPMENT DELEGATED MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the City of Ontario ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. This AGREEMENT will identify specific maintenance functions the LOCAL AGENCY will perform in the STATE right of way, including highway and freeway areas situated within STATE's jurisdictional limits as authorized under Streets and Highways Code Section 114 and 116.

2. The PARTIES executed a prior Delegated Maintenance Agreement dated 03/17/1994. This AGREEMENT does not supersede the said Delegated Maintenance Agreement which will remain in full force and effect. This AGREEMENT does not supersede any Freeway Agreements or Maintenance Agreements executed by the PARTIES.

OPERATIVE PROVISIONS

1. **Maintenance Services.** LOCAL AGENCY shall perform maintenance operations as set forth in this AGREEMENT, at the Interstate (I) and State Route (SR) identified in Exhibit A. Maintenance operations include the removal of: encampments, litter, and debris.

2. **Prior Delegated Maintenance Agreements.** This AGREEMENT does not supersede the PARTIES' prior Delegated Maintenance Agreement(s), Freeway Agreements or Maintenance Agreements executed by the PARTIES. The previous agreements shall remain in full force and effect.

3. **Maintenance Standards.** LOCAL AGENCY shall perform all "maintenance" as defined in Streets and Highways Code Section 27 and in compliance with the standards set forth in STATE policies, procedures and specifications in effect and as amended. LOCAL AGENCY shall also follow applicable municipal ordinances as long as it is not in conflict with STATE laws, policies, procedures and specifications.

4. **Public Announcements.** The Parties agree to work together to make coordinated announcements. The LOCAL AGENCY shall not, without the prior written consent of STATE, make any public statement, press release, announcement, or other communication (including responses to public or media inquiries) relating to the subject matter of this Agreement, the status of this Agreement, or the outcomes or benefits resulting from this Agreement. Any public communication regarding this Agreement shall be subject to STATE's prior review and written approval.

5. **Maintenance Areas and Services.** LOCAL AGENCY shall only perform maintenance services in the STATE right of way locations described in Exhibit A, hereinafter referred as LOCATIONS.

6. **REVISING EXHIBITS.** PARTIES can revise this AGREEMENT by mutually amending, replacing, or providing additional pages to the Exhibits. Any such change must be signed by authorized representatives of PARTIES, and no formal amendment to the body of this AGREEMENT will be necessary. The revised Exhibit will thereafter supersede the previous Exhibit and become part of this AGREEMENT.

7. **AMENDMENT TO AGREEMENT.** Except as provided in the preceding sections concerning Exhibit amendments, the terms of this AGREEMENT may only be amended by a formal written amendment executed by both PARTIES.

8. **Unsheltered Encampment Removal.**
   A. Definitions:
      1. **MPD 1001 R1** (Exhibit D) - Maintenance Policy Directive issued by the State, establishes the agency's official policy for the removal of encampments from state highway rights-of-way. Please refer to MPD 1001 R1

      2. **PEH**- Persons Experiencing Homelessness

      3. **Priority Level 1** (Critical Priority for Expeditious Removal) Encampments that pose an imminent threat to life, health, safety, or infrastructure require immediate removal without prior notice.
         Examples of Imminent Threats:
         - Encampment close to traffic, with PEHs at immediate risk of being struck by vehicles.
         - PEHs living in confined spaces, such as bridge cells.
         - Encampment near an unstable structure at risk of collapse. Please refer to MPD 1001 R1.

4. **Priority Level 2** (Removal Needed)
   Encampments that do not pose an immediate threat. Please refer to MPD 1001 R1.

B. Factual determination of whether an encampment is Priority Level 1 will need prior confirmation by the STATE Encampment Specialist Maintenance Superintendent.

C. Immediately upon discovery and receiving confirmation as provided in the preceding clause, by the STATE Encampment Specialist Maintenance Superintendent, LOCAL AGENCY shall remove Level 1 encampments and shall inform by phone and email of such removal the STATE's Encampment Specialist Maintenance Superintendent. Removal of Level 1 encampments shall be pursuant to MPD 1001 R1.

D. LOCAL AGENCY, shall remove Level 2 encampments and in doing so shall adhere to STATE standards for working with PEH at the LOCATIONS, as detailed in MPD 1001 R1 and applicable State and Federal law.

E. When possible, allow two weeks to perform outreach services for priority Level 2 encampments. LOCAL AGENCY shall submit an Encampment Removal Request Form to the STATE's Encampment Specialist Maintenance Superintendent and include all requested information including timestamped photos (LOCAL AGENCY shall not move forward until the Removal Request has been approved and signed by appropriate STATE personnel. Within one week of the completion date of a removal, the LOCAL AGENCY shall complete and submit to the STATE's Encampment Specialist Maintenance Superintendent, all information required in the After-Action Report, including after photos. LOCAL AGENCY may use alternative forms or reporting templates so long as all required information is included.

F. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the LOCATIONS.

9. **Graffiti Removal.** LOCAL AGENCY shall remove all graffiti from LOCATIONS. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall

not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.07.

10. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District Area Maintenance Superintendent, as shown in Exhibit C, the maintenance service schedule no less than 7 days telephone or email notice before performing any maintenance services under this AGREEMENT. Their email and phone number are listed on Exhibit C. LOCAL AGENCY shall provide the District Maintenance Agreement Coordinator (DMAC) and District Area Maintenance Superintendent identified in Exhibit C of this AGREEMENT with an encampment, litter, and graffiti removal schedule. Maintenance services shall be provided on an as needed basis. Prior written approval must be received from the STATE's District Encampment Specialist through the DMAC. Additionally, LOCAL AGENCY shall either create a contract with CHP for MAZEEP or arrange for use of other local law enforcement as appropriate and authorized by CHP prior to performing any work. Maintenance services shall be performed between the hours of 7:00 a.m. and 3:00 p.m. or as otherwise authorized by the State Representative, if necessary. LOCAL AGENCY must request through the DMAC prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 7:00 a.m. or after 3:00 p.m. and/or weekends and holidays.

11. **Authorized Reimbursement.** The functions, frequency and levels of maintenance services delegated to LOCAL AGENCY under this AGREEMENT and amounts appropriated to STATE for this AGREEMENT, have been considered in setting the total reimbursement amounts due to the LOCAL AGENCY under this AGREEMENT. STATE shall reimburse LOCAL AGENCY up to the amount shown in Exhibit A-1. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.

12. **Billing, Payment and Reporting.**
    - 12.1 **Billing Date.** LOCAL AGENCY shall promptly submit billing invoices in arrears to the STATE, for each past quarter including the period prior to the close of STATE's fiscal year on each June 30th.
    - 12. 2 **Billing Submission Format.** Each billing invoice shall include all of the following:
        - a. STATE's AGREEMENT number;
        - b. Date(s) of services;
        - c. Location of services;

d. Number of hours and hourly rates;
e. Receipts for trash disposal; and
f. Receipts for equipment, materials, and supplies;
g. Before and after photos.

STATE shall pay LOCAL AGENCY for the actual cost of maintenance services, which is satisfactorily performed but shall not exceed the amounts shown in Exhibit A-1.

13. **Successors**. This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right of way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.

14. **Encroachment Permits**. Before LOCAL AGENCY or its contractor may enter STATE right of way to perform any maintenance services in the areas covered by this AGREEMENT, the LOCAL AGENCY or its contractor must apply and the STATE's District Encroachment Permit Office must issue an annual encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY.

15. **Legal Disposal of Litter Collected**. LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.

16. **Storage of Personal Items**. LOCAL AGENCY shall meet the storage requirements of not less than 60 days for any personal property that is collected as set forth in MPD 1001 R-1. LOCAL AGENCY shall follow MPD 1001 R-1 with regard to the items that are to be collected and stored. To the extent LOCAL AGENCY deviates from these requirements, LOCAL AGENCY shall fully defend, indemnify and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of any deviation from MPD 1001 R-1 as set forth in the indemnification paragraph below.

17. **Hazardous Waste and Hazardous Materials.** LOCAL AGENCY shall be fully and solely responsible for the proper identification, handling, removal and disposal of all hazardous waste and hazardous material during the performance of maintenance services pursuant to this AGREEMENT.

18. **Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines.

LOCAL AGENCY shall make arrangements through the STATE if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services. STATE's maintenance Supervisor or designee shall determine what protections are required at the worksite pursuant to applicable provisions of the STATE's (Caltrans) Maintenance Manual, including but not limited to Volume 1, Chapter 8, Protection of Workers.

19. **Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibit A.

20. **Legal Relations and Responsibilities.**

20.1 **No Third-party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.

20.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL

AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, subcontractors, and/ or its agents pursuant to this Agreement.

20.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the STATE's Area Maintenance Superintendent within twenty-four (24) hours when any such incident has occurred.

21. **Prevailing Wages and Labor Compliance.** If the work performed under this AGREEMENT falls within the requirement of Prevailing wages as per Labor Code Section 1720 through 1815 -LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT. LOCAL AGENCY agrees to include prevailing wage requirements in its contracts for public works. Work performed by LOCAL AGENCY's own forces is exempt from the Labor Code's prevailing wage.

22. **Self-Insured**. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of $1 million per occurrence, $2 million in aggregate, and $5 million in excess by delivering a Letter certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B and identify the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A

copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence, $2 million in aggregate, and $5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

23. **Budget Contingency**. STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act and the encumbrance of funding to STATE's District Office.

24. **Termination**. Either PARTY may terminate this AGREEMENT upon 30 days' prior written notice to the other PARTY.

25. **Effective Date (Term) of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT and shall expire three (3) years from the date of execution.

26. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized under the law to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

27. **Default.** If LOCAL AGENCY fails to perform obligations assumed under this agreement, the STATE may, by written notice, request that the default be remedied within thirty (30) calendar days. If LOCAL AGENCY fails or refuses to do so, the STATE may seek legal remedies including specific performance, complete the obligations and refuse to pay LOCAL AGENCY's future invoices until STATE's expenses are redeemed.

28. **Counterparts.** 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 document.

29. **Electronic Signatures**. Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

30. **Party Representatives and Notices.** All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses listed on Exhibit C.

31. **List of Exhibits.**

Exhibit A – Locations
Exhibit A-1 – Funding
Exhibit B – Proof of Insurance
Exhibit C- PARTY Representatives and Contacts
Exhibit D - Maintenance Policy Directive (MPD) 1001 R1

THE CITY OF ONTARIO

Dated: _____ _____
Paul Leon
Mayor

APPROVED:

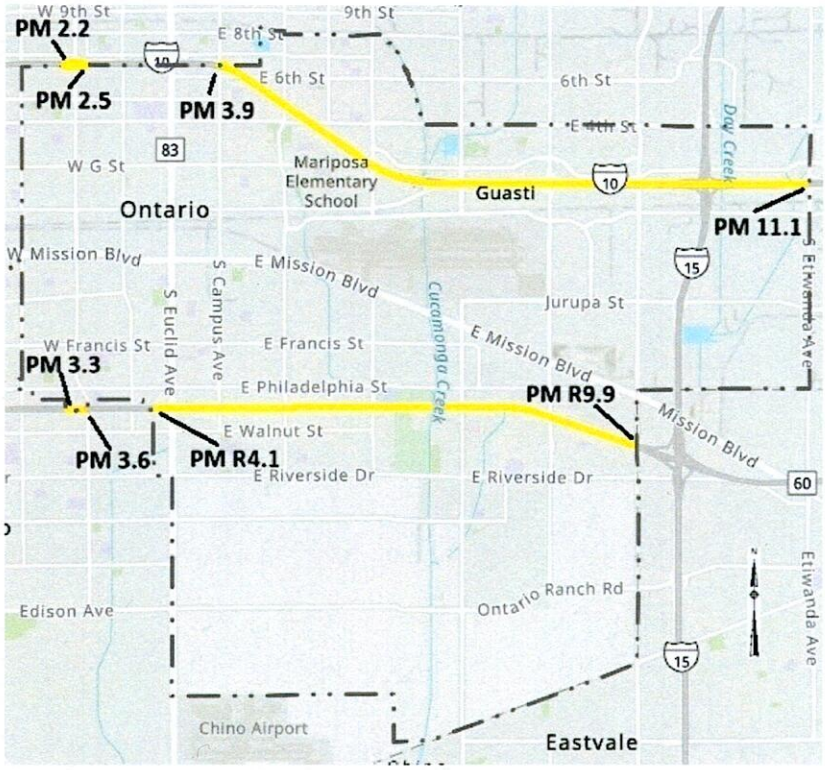
Dated: _____ _____
Insert Name
City Manager

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____ _____
Joe Solis
Deputy District Director
Maintenance District 8

EXHIBIT A

LOCATIONS



Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Authorized Expenditure
10	7.5	From 0.2 mile west of Mountain Avenue Bridge to 0.2 mile east of Mountain Avenue Bridge and 0.1 mile west of Campus Avenue Bridge to west of center line of Etiwanda Avenue Bridge	HM2D	Not to exceed $400,000.00 for all Routes listed in Exhibit A.
60	6.1	From 0.1 mile west of Mountain Ave to west of center line of Mountain Avenue Bridge and west of center line of San Antonia Ave Bridge to center line of Milliken Ave.	HM2D	

Exhibit A-1

Funding

Total maximum authorized expenditure: $ 400,000

Total maximum authorized expenditure per quarter: $50,000 unless approved in writing by Caltrans.

EXHIBIT B

LETTER CERTIFYING CITY'S SELF-INSURED STATUS

~REMINDER Exhibit B to be on Local Agency letterhead – DELETE THIS REMINDER~

California Department of Transportation District 8
464 W. 4th Street
San Bernardino, Ca 92401-1400

_____, 2026

ATTN: Joe Solis, Deputy District Director, Maintenance

Re: Statement of Self-Insurance for CITY of Ontario for Delegated Maintenance Agreement No. DMA-26-08-CN34 with California Department of Transportation or the encampment, litter, and debris along I-10 (PM 2.2-2.5 and 3.9-11.1) and SR-60 (PM 3.3-3.6 and R4.1-R9.9)

Dear Mr Solis:

This letter certifies that the CITY of Ontario is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in the insurance section of the Delegated Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of $1 million per occurrence, $2 million in aggregate, and $5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Finance Manager/Risk Manager/Authorized Representative's Title

EXHIBIT C

LOCAL AGENCY's Project Manager:
Fill in Name of Project Manager
Fill in email address

STATE's District Maintenance Agreement Coordinator (DMAC) is:
Chris Nator
chris.e.nator@dot.ca.gov

District 8 Maintenance Encampment Contact

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY
Attn: Fill in Name of Project Manager
Address: Fill in Address
City, Zip: Fill in City and Zip Code

STATE
Attn: Chris Nator
464 W. 4th Street
San Bernardino Ca, 92401 MS 1107

STATE's Maintenance Encampment Superintendent
Richard Pence
(213) 503-1284
Richard.Pence@dot.ca.gov

Exhibit D

Maintenance Policy Directive (MPD) 1001 R1

Please see attached

Caltrans Maintenance Policy Directive MPD 1001-R1 (PDF)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
MAINTENANCE POLICY DIRECTIVE
MTCE-03 (REV 3/2015)

MAINTENANCE POLICY DIRECTIVE	NUMBER MPD 1001-R1	PAGE 1 OF 7
	DATE ISSUED 10/10/2022	EFFECTIVE DATE 10/10/2022

SERGIO ACEVES Chief, Division of Maintenance	SIGNATURE Sergio Aceves

DISTRIBUTION

- ☒ All District Directors
- ☒ All Deputy District Directors - Maintenance
- ☒ All Deputy District Directors - Traffic Ops.
- ☒ All Deputy District Directors - Construction
- ☒ All Deputy District Directors - Design
- ☒ All Deputy District Directors - Trans. Planning
- ☒ Chief, Division of Engineering Services
- ☒ Chief Counsel, Legal Division
- ☐ Publications (California Supplement Website)
- ☒ All Division of Maintenance Office Chiefs
- ☒ All SM&I Office Chiefs
- ☒ Headquarters Division Chiefs for:

SUBJECT
Division of Maintenance - Encampment Removal Policy

DOES THIS DIRECTIVE AFFECT OR SUPERSEDE ANOTHER DOCUMENT? ☒ YES ☐ NO

IF YES, DESCRIBE
Volume 1, Chapter 1, section 1.07.3
MPD 1001, issued August 16, 2010
MPD 2002-R9

WILL THIS DIRECTIVE BE INCORPORATED IN THE MAINTENANCE MANUAL? ☒ YES ☐ NO

IF YES, DESCRIBE
Volume 1, Chapter 1, section 1.07.3
This policy facilitates transportation, access and safety needs while providing guidance regarding encampment removal operations. To whatever extent the Maintenance Manual or other guidance is in conflict, this policy takes precedence.

DIRECTIVE

The California Department of Transportation (Caltrans) does not permit encampments on its Right-of-Way. Caltrans' goal is to maintain the integrity of the transportation network. Encampments degrade highway infrastructure and impact the maintenance and operation of the highway facilities. Removal of encampments mitigates health, safety, access, and concealment issues for Persons Experiencing Homelessness (PEHs), the traveling public, adjacent neighborhoods, Caltrans staff and first responders. For these reasons, Caltrans' Right-of-Way is not suitable for encampments. This policy facilitates transportation, access and safety needs while providing guidance regarding encampment removal operations. To whatever extent the Maintenance Manual or other guidance is in conflict, this policy takes precedence.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms M Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

A. Site Assessment - When feasible, a site assessment should be performed by Maintenance staff and include:

1. Prioritization of each encampment as either a Priority Level 1 (Critical Priority for Expeditious / Urgent Removal) or a Priority Level 2 (Removal Needed).
    a. Priority Level 1 (Critical Priority for Expeditious / Urgent Removal) - Critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed. This is limited to exigent circumstances. Non-exclusive examples include: the encampment is on or near an unstable structure at risk of collapse; the encampment is close to traffic and the PEH in the encampment are at immediate risk of getting hit by vehicles; PEH are living within a confined space, such as a bridge cell.
    b. Priority Level 2 (Removal Needed) - All other encampments.

B. Site Assessment Action Items and Considerations

1. When appropriate, the California Highway Patrol (CHP) should be contacted in advance to assist in initial site assessment.
2. The District Encampment Coordinator or staff should contact service providers and request outreach services for PEH at the encampment.
3. District Hazmat Coordinator or other hazmat-trained staff should evaluate the site for any hazards unique to the encampment that will require specialized hazardous materials handling, disposal, or site remediation.
4. If appropriate, the District Landscape Architect or designee should evaluate potential mitigation efforts related to landscaping to prevent future encampments.

C. Notice

1. Priority Level 1
    a. No advance posted Notice to Vacate is required.
    b. CHP should be present during operations.
    c. If circumstances reasonably allow for advance notice, then give as much advance notice as is reasonable under the circumstances, to be determined on a case-by-case basis.
    d. If advance written notice is not given and if property was collected during the removal, an after encampment "removal advisory" shall be posted in a prominent location near where the encampment was removed providing information describing where items were removed from, a contact phone number for reclaiming collected property, including the date by which property must be reclaimed.
    e. Time-stamped photographs or videos should be taken of the "removal advisory."
2. Priority Level 2

a. Post Notice to Vacate at least 48 hours before beginning encampment removal.

b. CHP shall be present during the posting of Notice to Vacate.

c. Location of Posted Notice to Vacate - Written Notice to Vacate should be posted at each major point of ingress/egress in a conspicuous manner.

d. If prevented from posting the Notice to Vacate because of hostility, interference, or any other action from persons on site, posting should not be attempted until CHP mitigates the situation.

e. Time-stamped photographs or videos should be taken of the posted Notices to Vacate.

3. Paper Notices to Vacate should be enclosed in sheet protectors to protect against weather.

4. Paper Notices to Vacate shall be filled out completely and include:

a. Posting date and time.

b. Location.

c. "Vacate by" date and time.

d. Telephone number for assistance in obtaining property collected during a removal.

e. Date by which property must be collected from Caltrans before it is discarded.

f. Removal start and end dates.

D. Removal Operations

1. Before work at encampment site, CHP shall be present. Do not begin removal operations when PEH are in the immediate vicinity. Any PEH who remain on site when Caltrans or its contractors arrive to begin the removal shall be given a reasonable amount of time to remove possessions before any removal begins.

2. Where advance written notice is given, removal work shall begin on the date written on the Notice to Vacate and shall begin no earlier than the time written on the Notice to Vacate. If removal work does not begin on the date written on the Notice to Vacate, the location must be reposted before removal operations may begin. If prevented from removal work because of hostility, interference, or any other action from persons on site, removal work should not be attempted until CHP mitigates the situation. No further posting is necessary once Caltrans workforce and/or contractors arrive for removal operations and will continue from day to day until completed.

3. Time-stamped photographs or videos should be taken before, during, and after removal work has been completed.

4. Hazardous Materials trained personnel should evaluate the site to identify and plan for removal of any hazardous materials.

5. When possible, equipment should be used to gather, pile, and load encampment debris to reduce exposure and contamination.

6. Any personal property that is collected should be stored in a secured location by Caltrans for not less than 60 days, then discarded if not claimed.

7. Collected personal property should be time-stamped photographed and shall be inventoried by

describing and labeling the items and identifying the encampment location and the removal date.

E. Items To Be Collected (Bagged and Tagged) and Stored

1. Personal property that is not a health or safety hazard, in plain sight, shall be collected, labelled, and stored. Caltrans employees and contractors shall collect the following items:
    a. Items of apparent value - defined as items having an apparent value of $50 or more.
    b. Items of apparent personal value including but not limited to:
        i. Eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment.
        ii. Tents (habitable and uncontaminated).
        iii. Personal papers such as photographs, albums, ID's, bank statements, legal papers, etc.
        iv. Bicycles, scooters, strollers in good repair.
        v. Backpacks and containers that appear to be in good condition and have been determined by a Caltrans hazmat contractor to be free of materials described in Section F(1)(a)-(f) below. [Caltrans's current policy is not to collect backpacks and closed containers due to potential safety issues].
2. Due to the exigent circumstances surrounding Priority Level 1 removals, it may not be possible to collect, label and store items.

F. Items That Will Not Be Collected

1. Items that present an immediate health or safety risk, such as:
    a. Toxic sharps: needles, scissors, knives.
    b. Chemicals: bleach, paint, oils, etc.
    c. Items (including bedding and clothing) soiled by infectious materials: human waste, bodily fluids.
    d. Moldy, mildewed items.
    e. Items that may be infested by rodents and insects: rats, mice, fleas, lice, bed bugs.
    f. Items that pose a risk of fire or explosion, combustibles and propane tanks; any item containing fuel or corrosives or other unidentified liquids.
    g. Backpacks and closed containers that have been determined by a Caltrans hazmat contractor to contain items listed in (a)-(f) above or items (3), (4), (5), or (6) below. Such backpacks and closed containers may be discarded where no hazmat contractor is present to make a determination.
    h. If personal belongings are co-mingled or littered with needles, human waste, or other health risks, employees/contractor may dispose of the entire pile of belongings and are not required to sort through and attempt to remove the health or safety risks. The presence of clothing in a backpack or container shall not be the sole reason to discard the backpack or container.

2. Mattresses: furniture with fabric, padding, or is porous; sheds, structures, rolling structures, and bulky items. Sheds, structures, or rolling structures may be demolished if not removed by PEH prior to the encampment removal. A "bulky item" is any single item that is over 50 pounds and requires more than two persons to safely lift.
3. Perishable items, perishable food.
4. Controlled substances, drugs with or without prescription and medications of any kind. [Should be handled by hazmat trained personnel and/or by CHP.]
5. Contraband, weapons and illegal items. [Should be addressed as provided in the Maintenance Manual and/or as directed by CHP.]
6. Trash, garbage, and/or debris. This includes property that appears to have been discarded by its owner and broken appliances or broken furniture which constitutes abandoned property or trash.
    a. If employees/contractors have a reasonable doubt as to whether an item constitutes trash, it should be collected and stored. Employees/contractors should exercise their best judgment in determining which items should be collected and stored.
7. Motor vehicles should be handled as provided in the Vehicle Code.

G. Reclaiming Collected Personal Property

1. Persons attempting to retrieve property collected during a removal operation shall give the location of the encampment where the property was collected, describe where and when the personal property was last in their possession, and provide a description of the item(s). The person retrieving property shall sign and date a document acknowledging receipt of the property. If requested, a receipt should be given to the person retrieving property.

H. Record Keeping

1. An After-Action Report should be submitted to the Headquarters office handling encampments (currently the Office of Homelessness & Encampments, aka OH&E) within one week of a completed encampment removal.
2. A file should be created for each encampment removal and retained for 4 years, and should contain:
    a. Photographs and/or videos taken in connection with the removal effort.
    b. Writings reflecting assessments, evaluations, summaries, receipts and notices connected with the encampment removal, items collected, and items retrieved, if any.
    c. Name(s) of the contractor(s) involved in the removal.
    d. Name(s) of the social service providers.
    e. MAZEEP Daily Report forms and, if not reflected on the form, names and badge number(s) of CHP or other law enforcement involved in the encampment removal.
    f. Completed Encampment Removal Request Forms.
    g. Collected Personal Property Forms and receipts.

Attachment(s):

DEFINITIONS

When used in this Maintenance Policy Directive, the text shall be defined as follows:

1) **Standard** - a statement of required, mandatory, or specifically prohibited practice. All standards text appears in **bold** type. The verb **shall** is typically used. Standards are sometimes modified by Options.
2) Guidance - a statement of recommended, but not mandatory, practice in typical situations, with deviations allowed if engineering judgement or engineering study indicates the deviation to be appropriate. All Guidance statements text appears in underlined type. The verb should is typically used. Guidance statement are sometimes modified by Options.
3) Option - a statement of practice that is a permissive condition and carries no requirement or recommendation. Options may contain allowable modifications to a Standard or Guidance. All Option statements text appears in normal type. The verb may is typically used.
4) Support - an informational statement that does not convey any degree of mandate, recommendation, authorization, prohibition, or enforceable condition. Support statements text appears in normal type. The verbs shall, should and may are not used in Support statements.

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Human Resources Prepared By: Amanda Elias Department: Prepared By: Amanda Elias Staff Member Presenting: Angela C. Lopez, Executive Director Human Resources Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEORGE HILLS COMPANY, INC. FOR THIRD-PARTY ADMINISTRATION SERVICES FOR LIABILITY CLAIMS**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement with George Hills Company, Inc. of Rocklin, California, for third-party administration services for liability claims, extend the term by two years, and increase compensation by $371,567, for a total not-to-exceed amount of $850,315.

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

FISCAL IMPACT: The proposed Amendment No. 1 increases the Agreement amount by $371,567, for a revised total not-to-exceed amount of $850,315 five-year term. If approved, the additional appropriations will be included in the General Liability fund at a future quarterly budget update to the City Council for approval as needed.

BACKGROUND & ANALYSIS: The City of Ontario operates a self-insured liability claims program managed by George Hills Company, Inc. (George Hills), a third-party administrator. George Hills provides services that include monitoring all liability claims, establishing and adjusting financial reserves, coordinating litigation management, processing claim expense payments, processing subrogation claims, and ensuring compliance with applicable California statutes and liability laws.

On December 6, 2022, the City Council authorized a Professional Services Agreement with George Hills for a not-to-exceed amount of $478,748 for a three-year term, following a competitive Request for Proposal process conducted in July 2022.

Since the Agreement began on January 1, 2023, the City has experienced a sustained increase of more than 30 percent in liability claim volumes, driven by continued growth in City operations,

infrastructure, and public-facing services. This increase has required additional resources for claims administration and expanded coordination with City departments and legal counsel to maintain timely and effective claims handling.

Amendment No. 1 proposes an increase in total compensation to address increased service demands and associated workload and to extend the Agreement's term for an additional two-year period. Given that the prior Agreement expired on January 1, 2026, the new Agreement will be backdated to January 1, 2026, ensuring uninterrupted access to George Hills' services.

City Staff recommends that the City Council approve Amendment No. 1 to ensure continuity of experienced claims administration services, support timely and compliant management of liability claims, and align the agreement structure with the City's evolving operational risk management needs.

CITY OF ONTARIO
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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. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND GEORGE HILLS COMPANY, INC.

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and George Hills Company, Inc., an S 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 "Third-Party Liability Claims Administration Services" dated January 1, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to extend the term and increase compensation by $371,567 for a new not-to-exceed amount of $850,315.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Sections 3.1.2 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> 3.1.2 "Term. The term of this agreement shall be from January 1, 2023, to December 31, 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 reimbursement, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation amount shall be increased by three hundred seventy-one thousand five hundred sixty-seven dollars ($371,567), for **a total amount not to exceed eight hundred fifty thousand three hundred fifteen dollars ($850,315)** without the written approval of the City Council or City Manager, as applicable. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

Exhibit "B" Compensation is hereby deleted in its entirety and replaced with Attachment "B" Compensation attached hereto and incorporated herein by reference.

Exhibit "C" Compensation is hereby attached in its entirety and replaced with Attachment "C" Compensation attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Integration. This Amendment represents the entirety of the Parties' understanding relating to the subject of this Amendment, including written or verbal communications between the Parties, which shall have no relevance unless expressly incorporated herein. This is an integrated amendment.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND GEORGE HILLS COMPANY, 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

GEORGE HILLS COMPANY, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

ATTACHMENT "B"
SCHEDULE OF SERVICES

Consultant will invoice City on a monthly cycle using a standard format invoice. Consultant will inform City regarding any out-of-scope work, not listed below, being performed by the Consultant.

GENERAL ADMINISTRATIVE FEES**:** Pricing is based on the current average of 199 claims.

Should the claim volume change more than 10% in frequency in a year, George Hills will request reevaluation of pricing.

	Year 1	Year 2	Year 3	Year 4	Year 5
Claims Administration/ Management Fee	$139,000	$143,250	$154,800	$170,250	$183,015
Annual Admin Fee	$10,000	$10,000	$10,000	$10,000	$10,000
CMS Fee (ExamWorks)	$500	$500	$500	$500	$500
Startup Fee (Year 1 only)	$7,500				
Total	$157,000	$153,750	$165,300	$180,750	$193,515
Grand Total					**$850,315**

TIME AND EXPENSE FOR ADDITIONAL WORK

The above fee schedule for the services does not include “Allocated Expenses”, defined to mean customary and usual costs and expenses incurred and/or paid by the Consultant on the City’s behalf in connection with the investigation, adjustment, settlement, or defense of a claim. Such costs and expenses include, but are not limited to, professional photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy jobs, private investigators, legal costs and fees, and work performed by accountants. Consultant shall charge the City for non-staff investigators or adjusters when, in the opinion of the Consultant, such assistance is necessary and reasonably related to the monetary exposure. Allocated Expenses do not include the fees payable to the Consultant pursuant to the fee schedule in this, nor the salaries, wages, or benefits paid to the Consultant’s employees or office, and other overhead expenses associated with the performance of the services hereunder by the Consultant. The City agrees to pay for the cost of all reasonable and supportable Allocated Expenses incurred in connection with the services under this Agreement. Including adjuster travel expenses for mediations, settlement conferences, and trials, subject to prior approval.

Charges for non-file-related professional services performed at the specific request of the City will be billed on an as quoted basis.

Claims Supervisor:	$131/hour *
Sr. Claims Adjuster:	$115/hour*
Claims Adjuster:	$108/hour *
Claims Processor:	$89/hour *

***Prices are subject to annual escalation not to exceed 5%.**

Mileage traveled by Supervisor/Adjuster/Processor is reimbursed at the current IRS rate.

Annual CMS/Medicare Reporting Fee (paid to ExamWorks) - $500/year

CMIS access fee (up to 5 users) Included

Custom reports, if they exceed three hours and are client-specific - $185/hour

ALLOCATED FILE EXPENSES

Catastrophic Pricing: Current hourly rate (clause only in place for catastrophic, dire circumstances, such as wildfire, flood, riot, as mutually agreed upon by the Consultant and the City).

Termination Fee: In the event of Agreement termination, George Hills' procedures and cost for run-off claims will be billed at the current hourly rate, no charge for historical loss summaries

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ELECTRONIC FUNDS TRANSFER OR DIRECT DEPOSIT

1. The Consultant has determined that the most efficient and secure default form of payment for goods and/or services provided under Agreement with the City shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by both the Consultant and the City and agreed to in writing.
2. The Consultant will submit a direct deposit authorization request via to the City with banking and vendor information, and any other information that the City determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
3. At any time during the duration of the Agreement, the Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and the Consultant will explain why the payment method designated by the City is not feasible and an alternative is necessary.

ATTACHEMENT "C"
COMPENSATION

The total compensation shall not exceed **eight hundred fifty thousand three hundred fifteen dollars ($850,315)** for the five-year term from January 1, 2023, to December 31, 2028.

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Lizceth Zazueta Staff Member Presenting: Rudy Lopez, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **ADOPTION OF AN ORDINANCE ADDING CHAPTER 34 (FLAVORED TOBACCO; NITROUS OXIDE) TO TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE ONTARIO MUNICIPAL CODE, PROHIBITING THE SALE OF FLAVORED TOBACCO AND NITROUS OXIDE WITHIN THE CITY**

RECOMMENDATION: That the City Council adopt an Ordinance prohibiting the sale of flavored tobacco, oil burners, nitrous oxide, and certain kratom products within the City.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

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

BACKGROUND & ANALYSIS: In 2020, the California Legislature passed, and the Governor approved, Senate Bill 793, which enacted a statewide prohibition on the sale of flavored tobacco products to a person under 21 years of age. Despite that prohibition, the City has continued to see a rise in the use of flavored tobacco products. Moreover, the City has similarly seen an increase in the recreational use and abuse of nitrous oxide, an odorless, colorless chemical that can be inhaled and is often colloquially known as "laughing gas," "NOX," "galaxy gas," or "whippits". Nitrous oxide is legitimately used as a pain reliever and sedative for dental and medical procedures, as a performance enhancer for cars, and as a culinary ingredient. While it is unlawful to inhale nitrous oxide recreationally or provide nitrous oxide to another when a seller knows, or should know, that the buyer intends to inhale or ingest the substance recreationally, it is prevalent in smoke shops as sellers use a "Don't ask, don't tell" approach. The proposed Ordinance empowers law enforcement to address issues related to flavored tobacco products and nitrous oxide. The Ordinance goes further than the restrictions imposed by SB 793, prohibiting entirely the sale of flavored tobacco products within City limits. As part of that ban, the Ordinance would prohibit the sale or display of so-called "oil burners" which are a glass smoking pipe used to inhale vaporized oils or other concentrates. The Ordinance also imposes a similar ban on nitrous oxide, with exceptions for legitimate uses as permitted under State law. Kratom and 7-OH Products: Kratom is a tropical tree native to Southeast Asia. Kratom leaves contain psychoactive compounds, including mitragynine and 7-hydroxymitragynine, which can produce stimulant effects at low doses and sedative effects

at high doses. According to the Drug Enforcement Administration (DEA) and the National Institutes of Health (NIH), kratom use has been associated with a range of adverse health impacts, including psychotic symptoms, dependence, and numerous side effects such as nausea, vomiting, sweating, tachycardia, seizures, hallucinations, and hepatotoxicity. According to the DEA, the abuse of kratom has increased markedly in recent years. Although kratom is often marketed for relief of pain, anxiety, opioid withdrawal, and fatigue, there are no FDA-approved medical uses for the substance. The FDA continues to monitor reports of adverse events, and current data suggest kratom's opioid-like properties may expose users to risks of addiction, abuse, and dependence. Kratom is not currently regulated at the federal level, nor is it prohibited statewide in California. The proposed Ordinance would prohibit the sale or distribution of kratom or 7-OH products: 1. To a person under the age of 21 2. with a level of 7-hydroxymitragynine that is greater than 2 percent of the total kratom alkaloids; and 3. with packaging that makes a kratom or 7-OH product attractive to children. A number of California cities and counties have adopted similar ordinances prohibiting the sale and distribution of kratom and 7-OH, including: Orange County, Riverside County, Newport Beach, San Diego, and Oceanside. Violations of the Ordinance would be declared a nuisance, subject to the nuisance abatement process, and would be punishable as a misdemeanor under the City's Code. Businesses engaged in the unlawful sale of flavored tobacco products, oil burners, nitrous oxide, or kratom products would be grounds for revocation of a business license. ENVIRONMENTAL IMPACT: The proposed action is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) in that the proposed Ordinance is not anticipated to result in a direct or reasonably foreseeable indirect physical change in the environment, nor will the proposed changes have the potential for causing a significant effect on the environment. Additionally, the proposed action is not a "project" under State CEQA Guidelines Section 15378(b)(5), which excludes the "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" as the proposed Ordinance is not anticipated to result in a direct or indirect physical change in the environment.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING CHAPTER 34 (FLAVORED TOBACCO; NITROUS OXIDE) TO TITLE 5 (PUBLIC WELFARE, MORALS AND CONDUCT) OF THE ONTARIO MUNICIPAL CODE, PROHIBITING THE SALE OF FLAVORED TOBACCO, NITROUS OXIDE, AND KRATOM PRODUCTS WITHIN THE CITY, AND FINDING THE ORDINANCE TO BE EXEMPT FROM CEQA.

THE CITY COUNCIL OF THE CITY OF ONTARIO FINDS AND DECLARES:

WHEREAS, pursuant to the authority granted to the City of Ontario ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to regulate the use of land and property within the City in a manner designed to promote public convenience and general prosperity, as well as public health, welfare, and safety; and

WHEREAS, under Federal and state law the City is authorized to regulate tobacco sales; and

WHEREAS, a primary mission of the City Council is to preserve public health and safety and failure of tobacco retailers to comply with all tobacco control laws, presents an imminent threat to the public health, safety, and welfare of the residents of the City of Ontario; and

WHEREAS, there are over 8 million tobacco-related deaths per year, according to the World Health Organization (WHO), making tobacco use one of the biggest worldwide public health threats;[1] and

WHEREAS, the California Legislature has recognized the danger of tobacco use and has made reducing youth access to tobacco products a high priority, as evidenced by the Legislature's declaration that "smoking is the single most important source of preventable disease and premature death in California"[2]; and

WHEREAS, in 2020, the California Legislature passed, and the Governor Approved, Senate Bill 793 ("SB 793"), which enacts a statewide prohibition on the sale of flavored tobacco products to a person under 21 years of age, and permits local agencies to adopt and implement local ordinances that impose greater restrictions on the access to tobacco products; and

WHEREAS, nitrous oxide is an odorless, colorless chemical that can be inhaled for legitimate purposes, including medical or dental procedures in a clinical setting, industrial purposes, and as a propellant for food products; and

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[1] https://iris.who.int/bitstream/handle/10665/372043/9789240077164-eng.pdf?sequence=1 (pg. xxiv)
[2] California Health and Safety Code section 104350(a)(1).

WHEREAS, nitrous oxide is also subject to recreational misuse and abuse, in part because it is easy to purchase from retail vendors and is relatively inexpensive; and

WHEREAS, the recreational misuse and abuse of nitrous oxide can cause permanent vitamin deficiencies in the blood, and can cause long-term neurological effects, including paralysis and death; and

WHEREAS, possession of nitrous oxide with the intent to breathe, inhale, or ingest for the purpose of causing intoxication is a misdemeanor pursuant to California Penal Code section 381(b); and

WHEREAS, selling, furnishing, administering, distributing, or giving away nitrous oxide, or offering to do so, to a person under 18 years of age is a misdemeanor offense under California Penal Code section 381(c); and

WHEREAS, despite state regulation of the sale and use of nitrous oxide, sellers who know or should know that their customers purchasing nitrous oxide intend to breathe, inhale, or ingest the substance, continue to sell nitrous oxide using a "don't ask, don't tell" approach. Often, the amounts of nitrous oxide being sold are too small for legitimate medical, industrial, or culinary use. Nitrous oxide is also sold in colorful canisters with names such as " Galaxy Gas," which come in a variety of flavors; and

WHEREAS, kratom (Mitragyna speciosa) is a tropical tree native to Southeast Asia, and its leaves are often consumed in powdered or extract form for their stimulant and sedative effects; and

WHEREAS, the active compounds in kratom include mitragynine and 7-hydroxymitragynine ("7-OH"). While mitragynine is present in higher concentrations, 7-OH is more potent and is largely responsible for the stronger pain-relieving, sedative, and euphoric effects; and

WHEREAS, 7-OH is believed to be more potent than morphine in terms of pain relief. Research has shown that it binds to opioid receptors in the brain with greater affinity than morphine,[3] making it significantly more powerful in relieving pain. This greater potency raises significant concerns about its safety profile, especially regarding the potential for addiction, overdose, and adverse physical and psychological effects, including nausea, vomiting, and potential psychosis.[4] These risks are compounded when products contain higher concentrations of 7-OH; and

WHEREAS, scientific research and health advisories have raised concerns over the safety of kratom products, particularly those with higher concentrations of 7-OH, which may increase the potential for abuse, addiction, and harm; and

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[3] U.S. Food & Drug Administration, Consumer Updates, "*Products Containing 7-OH Can Cause Serious Harm*" (July 29, 2025) https://www.fda.gov/consumers/consumer-updates/products-containing-7-oh-can-cause-serious-harm.

[4] America's Poison Centers, News & Alerts, "*Health Advisory: Serious Illnesses Associated with 7-OH Use*" (Aug. 12, 2025) https://poisoncenters.org/news-alerts/13531044.

WHEREAS, a number of local governments across California and the United States have taken efforts to regulate or ban kratom products, particularly those with higher concentrations of 7-OH, in order to protect public health and safety; and

WHEREAS, the City desires to regulate the sale of flavored tobacco, nitrous oxide, and kratom products in order to preserve and protect public health and to dissuade sellers of these products; and

WHEREAS, prior to adoption, the City gave public notice of a City Council public hearing to consider this Ordinance as required by law; and

WHEREAS, the City Council conducted a hearing on March 3, 2026, at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony; and

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

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

SECTION 1. The recitals above are true and correct and are hereby incorporated herein by this reference.

SECTION 2. The Ontario Municipal Code is hereby amended to add a new Chapter 34 ("Flavored Tobacco; Nitrous Oxide; Kratom Products") to Title 5 ("Public Welfare, Morals and Conduct") to state, in full, as follows:

CHAPTER 34: FLAVORED TOBACCO; NITROUS OXIDE; KRATOM PRODUCTS

Sec. 5-34.01. Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(a) "7-OH product" means a product containing 7-hydroxymitragynine.

(b) "Attractive to children" means any of the following:

1. Use of images that are attractive to children, including, but not limited to, images of any of the following, except as part of required health warnings:

    i. Cartoons, toys, or robots.

    ii. Any real or fictional humans.

    iii. Fictional animals or creatures.

    iv. Fruits or vegetables, except when used to accurately describe ingredients or flavors contained in a product.

2. Likeness to images, characters, or phrases that are popularly used to advertise to children.

3. Imitation of candy packaging or labeling, or other packaging and labeling of cereals, sweets, chips, or other food products typically marketed to children.

4. The terms “candy” or “candies” or variants in spelling such as “kandy” or “kandee.”

5. Brand names or close imitations of brand names of candies, cereals, sweets, chips, or other food products typically marketed to children.

6. Any other image or packaging that is easily confused with commercially available foods that do not contain kratom and are typically marketed to children.

7. Anything else that is attractive to children in light of all relevant facts and circumstances.

(c) “Characterizing Flavor” means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice; provided, however, that a tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information.

(d) “Flavored Tobacco Product” means any tobacco product that imparts a Characterizing Flavor.

(e) “Kratom leaf” means the leaf of the kratom plant, also known as mitragyna speciosa, any form.

(f) “Kratom leaf extract” means the material obtained by extraction of kratom leaves by any means.

(g) “Kratom product” means a product consisting of kratom leaf, kratom leaf extract, or both.

(h) “Labeling” means written, printed, or graphic matter upon any Tobacco Product or Nitrous Oxide Device or any of its packaging, or accompanying such Tobacco Product or Nitrous Oxide Device.

(i) “Nitrous Oxide” means the colorless nonflammable gas sometimes identified as N20, which is sometimes used in aerosols and sometimes used as an anesthetic, and which, when inhaled, produces loss of sensibility to pain, often preceded by exhilaration and laughter and often used as an anesthetic in dentistry. Nitrous oxide is often informally or colloquially referred to as "laughing gas," "NOX," "galaxy gas," "whippits," amongst others.

(j) “Nitrous Oxide Device” means any cartridge, compressed gas cylinder, apparatus, container, balloon, attachment, nozzle, or other object used to contain, dispense or administer nitrous oxide.

(k) “Oil Burner” means a glass smoking device that allows users to inhale vaporized oils or other concentrates.

(l) “Package” or “Packaging” means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

(m) “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(n) “Sale” or “Sell” means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

(o) “Tobacco Product” means:

1. any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff.

2. any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.

3. Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco product” includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. “Tobacco product” does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

(p) “Tobacco Product Flavor Enhancer” means a product designed, manufactured, produced, marketed, or sold to provide a characterizing flavor when added to a tobacco product.

(q) “Tobacco Retailer” means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia. “Tobacco retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

(r) “Total kratom alkaloids” means the sum of mitragynine, speciociliatine, speciogynine, paynantheine, and 7-hydroxymitragynine in a kratom product.

Sec. 5-34.02. Sale of flavored tobacco products prohibited.

(a) It shall be a violation of this Chapter for any person to sell or offer for sale, to display for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product or tobacco product flavor enhancer.

(b) There shall be a rebuttable presumption that a tobacco retailer in possession of four or more flavored tobacco products, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.

(c) There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:

1. Made a public statement or claim that the tobacco product imparts a characterizing flavor;

2. Used text and/or images on the tobacco product’s labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or

3. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

Sec. 5-34.03. Sale of oil burners prohibited.

(a) It shall be a violation of this Chapter for any tobacco retailer or any of the tobacco retailer’s agents or employees to sell or offer for sale, to display for sale, or to possess with intent to sell or offer for sale, any oil burners or colored glass oil burner pipes.

Sec. 5-34.04. Sale or distribution of Nitrous Oxide prohibited.

(a) Except as otherwise authorized by law or allowed under this Chapter, it shall be unlawful for any person to sell, attempt to sell, offer for sale, permit to be sold, display for sale, distribute or otherwise provide to any person Nitrous Oxide, a Nitrous Oxide Device, or any device that contains any quantity of Nitrous Oxide.

(b) This Section does not prohibit the sale, attempt to sell, offer for sale, permit to be sold, display for sale, distribution, or any other manner of providing Nitrous Oxide, or a Nitrous Oxide Device, in the following circumstances:

1. If the nitrous oxide is contained in a food product for use as a propellant.

2. If the nitrous oxide or device is being sold, attempted to be sold, offered, or distributed in a wholesale capacity, for uses similar to those described in subsection (d) of Section 5.34.05. This exemption only applies if the wholesaler does not know or have reason to know that the recipient intends to use the Nitrous Oxide or Nitrous Oxide Device in violation of subsection (a) above.

3. If the Nitrous Oxide or Nitrous Oxide Device that is being sold, attempted to be sold, offered, or distributed is specifically designed for use in a vehicle to enhance the performance of the vehicle.

4. If the Nitrous Oxide is being sold, attempted to be sold, offered, or distributed specifically for the purpose of providing medical or dental care, by or at the direction and under the supervision of, a medical or dental practitioner licensed by the State of California and in accordance with all applicable rules and regulations.

5. If the Nitrous Oxide or Nitrous Oxide Device is being sold, attempted to be sold, offered, distributed, or dispensed by a pharmacist, pharmacist intern, or pharmacy as defined by sections 4030, 4036, and 4037 of the California Business & Professions Code, as may be amended, in the course of their duties as a pharmacist or pharmacist intern, or wholesalers licensed by the Board of Pharmacy.

6. Any other circumstances exempted under law.

Sec. 5-34.05. Prohibition on sale and distribution of kratom and 7-OH products.

(a) Except as otherwise authorized by law, it shall be unlawful for any person to sell, attempt to sell, offer for sale, permit to be sold, display for sale, distribute or otherwise provide to any person a kratom product or 7-OH product to any person under 21 years of age.

(b) Except as otherwise authorized by law, it shall be unlawful for any person to sell, attempt to sell, offer for sale, permit to be sold, display for sale, distribute or otherwise provide to any person a kratom product or 7-OH product with a level of 7-OH that is greater than 2 percent of the total kratom alkaloids in the product.

(c) Except as otherwise authorized by law, it shall be unlawful for any person to sell, attempt to sell, offer for sale, permit to be sold, display for sale, distribute or otherwise provide to any person a kratom product or 7-OH product that is attractive to children.

(d) No person or entity shall offer for sale any kratom product that contains or is adulterated with synthesized or semi-synthesized kratom alkaloids or kratom constituents.

Sec. 5-34.06. Violations and penalties.

(a) The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

(b) Any person violating any provision of this Chapter shall be guilty of a misdemeanor, as defined by subsection (c) of Section 1-2.01 of this Code, for each day such violation continues.

(c) In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by the city attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.

(d) Any person violating the provisions of this Chapter shall also be liable for civil penalties of not less than two hundred fifty dollars ($250) and not exceeding one thousand dollars ($1,000) for each day the violation continues.

(e) A violation of this Chapter shall additionally be grounds for a revocation of a business license, if applicable, pursuant to Section 3-1.131 of this Code.

(f) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

(g) Violations of this Chapter are hereby declared to be public nuisances.

SECTION 3. Severability. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective 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 adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4. Effective Date. This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

SECTION 5. CEQA. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15061(b)(3) in that the Ordinance is not anticipated to result in a direct or reasonably foreseeable indirect physical change in the environment, nor will the proposed changes have the potential for causing a significant effect on the environment. Additionally, the proposed action is not a "project" under State CEQA Guidelines Section 15378(b)(5), which excludes the "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" as the Ordinance is not anticipated to result in a direct or indirect physical change in the environment.

SECTION 6. Publication. 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 17th day of March 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. 3329 was duly introduced at a regular meeting of the City Council of the City of Ontario held March 3, 2026, and adopted at the regular meeting held March 17, 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. 3329 duly passed and adopted by the Ontario City Council at their regular meeting held March 17, 2029 and that Summaries of the Ordinance were published on March 10, 2026 and March 24, 2026, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Accounting / Accounts Payable Prepared By: Laurence Gong Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL AUDIT AND ACCOUNTING COMPLIANCE SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or designee to execute a three year professional services agreement with the accounting firm CliftonLarsonAllen LLP of Irvine, California for $447,740 to perform annual auditing and accounting compliance services for the City of Ontario, the Ontario Housing Authority, and the Successor Agency of the former Redevelopment Agency; and authorize extension of the agreement for up to two additional years subject to City Council approved budgets. If the City chooses to extend the contract for the additional fiscal years, the total compensation shall not exceed $768,480.

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

FISCAL IMPACT: The recommended agreement with CliftonLarsonAllen LLP of Irvine, California is for an amount not-to-exceed $447,740 for the first three-year term with the option to extend the Agreement for two additional one-year terms. Total compensation shall not exceed $768,480. The Fiscal Year 2026-27 Budget will include appropriations for this financial audit and accounting compliance agreement as part of the annual budget adoption process.

BACKGROUND & ANALYSIS: In October 2025, the City solicited proposals for professional financial audit and accounting compliance services from qualified certified public accountants to audit the City's financial statements for fiscal years ending June 30, 2026, 2027, and 2028, with options to renew for fiscal years ending June 30, 2029, and 2030. Below are the firms that submitted proposals:

Vendor	Location
CliftonLarsonAllen, LLP	Irvine, CA
LSL, LLP	Irvine, CA

Badawi & Associates	Emeryville, CA
The Pun Group, LLP	Santa Ana, CA
Vasquez & Company, LLP	Glendale, CA

The firms were evaluated based on criteria that include understanding the service and purpose, responsiveness to the request for proposal, including approach and methodology, appropriate level of detail in the proposal, relevance of add/delete to the scope of work, familiarity with problems associated with the audit service, proposed fee relative to the services to be provided, technical competence specific to the qualifications of the team, experience of key personnel with similar audits, depth of technical expertise, provisions for technical and quality review, familiarity with the City's structure and business, and past performance. Past performance includes an assessment of the technical quality of prior projects, their demonstrated ability to meet schedules, and cost control, as well as performance on City or other public agency projects. Evaluation also considers the organization and schedule, confirming that the audit firm is independent and licensed to practice in California, with no known conflicts of interest regarding any other work the firm has performed for the City of Ontario. Additional criteria include the commitment of key personnel, the firm's financial capability and resources, and the flexibility to adapt to changes in the scope, schedule, and costs of services.

Staff recommends awarding the contract to CliftonLarsonAllen (CLA) for financial audit and accounting compliance services based on the following:

- Firm Experience – CLA is a leading provider of government audit experience and consulting services in California. They serve more than 130 California municipalities and special purpose governments, including more than 40 California cities. As Such, they understand the complexities within California governments, grant funding, and the specific federal and state compliance requirements of that funding;
- City Clients – CLA provides audit services for 40 similar cities.
- Staff Qualifications – All of their partners and management staff are Certified Public Accountants.
- CLA is aligned with the City's vision in leveraging and adopting the use of AI
- CLA also supports the City of Ontario with an office within the city limits

CITY OF ONTARIO
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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

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of March 17, 2026, 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 **CliftonLarsonAllen (CLA)**, a **Limited Liability Partnership**, with its principal place of business at **2875 Michelle Drive, Suite 300, Irvine** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such professional services for the **Professional Auditing Services and Accounting Compliance** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **audit** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **March 17, 2026** to **June 30, 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. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **one hundred forty thousand nine hundred ninety dollars ($140,990**) for Fiscal Year 2026-27; **one hundred forty-five thousand two hundred ten dollars ($145,210)** for Fiscal Year 2027-28; **one hundred forty-nine five hundred forty dollars ($149,540)** for Fiscal Year 2028-29 without written approval of the City Council or City Manager, as applicable. If the contract is extended by the City for the additional fiscal years, the annual compensation shall not exceed **one hundred fifty-four thousand fifty dollars ($154,050)** for Fiscal Year 2029-30 and **one hundred fifty-eight thousand six hundred ninty dollars ($158,690)** for Fiscal Year 2030-31. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.2.5 Automated Clearing House (“ACH”) payments. It is the City’s policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Consultant shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Consultant in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Consultant is not entitled: (1) Consultant shall immediately notify the City and the financial institution; (2) Consultant shall not withdraw any of the funds which were erroneously deposited or to which Consultant is not entitled; and (3) Consultant authorizes both the City and financial institution to take all actions necessary to correct the

error and return to the City all funds erroneously deposited or to which Consultant is not entitled.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Daphnie Munoz, Principal; Joe Ludin, Principal; Rob Perl, Director; and Antonio Moran, Manager**.

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

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

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

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

3.3.9 Period of Performance.

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

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible

for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance. [***CITY RISK MANAGEMENT TO REVIEW PRIOR TO EACH USE***]

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

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

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

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

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

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant’s profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(E) If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a “follow form” endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

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

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

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

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

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

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

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

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

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

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

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Labor Code Requirements.

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

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and

all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

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

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

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's

obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

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

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

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

Consultant: CliftonLarsonAllen LLP
2875 Michelle Drive, Suite 300
Irvine, CA 92606

ATTN: Daphnie Munoz, CPA, Principal

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: Aleli Burgos, Deputy Finance Director

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

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF ONTARIO AND

CLIFTONLARSONALLEN LLP

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP

City Attorney

Attested By:

_____
City Clerk

CLIFTONLARSONALLEN LLP

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

I. BACKGROUND AND INTRODUCTION

The City of Ontario is requesting proposals from qualified auditing firms of certified public accountants to audit the City financial statements for the fiscal years ending June 30, 2026, 2027 and 2028, with options to renew for fiscal years ending June 30, 2029 and 2030, at the City's sole discretion. At any time, the contract may be canceled if the City determines the audit services to be unsatisfactory. These audits are to be performed in accordance with the provisions contained in this Request for Proposals (RFP).

The City is a general law city in the State of California. The City's population is at 184,404 and the City's current area covers approximately 50 square miles. The City operates under a council-manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the mayor and four other members. 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. Each council member serves a four-year term. To serve and promote the welfare of its residents, the City intends to procure professional auditing services. Additional information on the City's general information and financials can be found on the City's website: https://www.ontarioca.gov.

The City has 30 governmental funds (consisting of a total of 77 funds), 4 enterprise funds (consisting of a total of 7 funds), 7 internal service funds (consisting of a total of 10 funds), and 14 fiduciary funds. The City's Adopted Operating Budget, including transfers, for Fiscal Year 2025-26 is $1,651,712,442 (this includes $447,232,923 in the General Fund and $1,204,479,519 in the other funds that include Special Revenue, Capital Projects, Enterprise Operations, and Internal Services). The City currently has 5 major funds: General Fund, Ontario Housing Fund, Capital Projects Fund, Impact Fee Funds, and Ontario Industrial Development Fund. The Adopted Operating Budget for Fiscal Year 2025-26 for the Ontario Housing Authority is $2,033,466. The total overall budget is $1,653,745,908.

II. SCOPE OF SERVICES

1. The Consultant shall conduct an examination of the City's financial statements for compliance with generally accepted accounting principles, as established by the Governmental Accounting Standards Board (GASB), each such fiscal year. The audits will be conducted in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants (AICPA), and shall include such other auditing procedures as the Consultant considered necessary in the circumstances. It is understood by all parties that such audit procedures are not primarily designed and cannot be relied upon to disclose defalcations or other irregularities. Reliance for the prevention or detection of fraud, defalcations or other irregularities should be placed principally upon an adequate internal accounting system with appropriate and functioning internal controls. It is the responsibility of management of each entity to establish and maintain such an internal control system, however, the Consultant will report on internal control weakness as discussed in Section 8 of this scope.

2. Under the requirements of the Federal Government's program covering a single audit for all federal grant funds, the compliance and financial audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller of the United States; and the audit requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance).

3. The Consultant shall include all funds of the City of Ontario, the Successor Agency of the former Ontario Redevelopment Agency, the Ontario Housing Authority, the Housing Successor, the Ontario Redevelopment Financing Authority, the Ontario Public Financing Authority, and the Ontario Industrial Development Authority.

4. The Consultant shall submit a report of their examination of the entities financial statements for each such fiscal year, which shall include such component unit, general purpose and supplementary financial statements, notes to the financial statements and an opinion to the fairness of their presentation in conformity with generally accepted accounting principles, applicable to the various funds or state the reasons for any exceptions to said principles.

5. Prepare the City's Annual Comprehensive Financial Report (ACFR) in full compliance with the governmental accounting standards including GASB 34. The Consultant will render their audit on the basic financial statements to include both Government-wide Financial Statements and Fund Financial Statements. The Consultant will also apply limited audit procedures to the Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City. The Consultant shall ensure the financial statements comply with GASB pronouncements and meet the requirements of the Government Finance Officers Association Certificate of Achievement for Financial Excellence in Financial Reporting program.

6. Prepare the component financial statements for West End Communications Authority (WECA), West End Fire and Emergency Response Commission (WEFERC), Air Quality Management District (AQMD) and Housing Successor in full compliance with governmental accounting standards.

7. The Consultant shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

8. The Consultant shall issue a separate "management letter" that includes recommendations for improvements in internal control and accounting procedures, reporting of apparent noncompliance with laws, rules, and regulations and any other material matter coming to the attention of the Consultant during the conduct of the audit examination.

9. The Consultant shall prepare and submit the Annual State Controller's Report for the City of Ontario and all Special Districts which includes West End Communications Authority, West End Fire and Emergency Response Commission, Ontario Redevelopment Financing Authority (ORFA) and Ontario Public Finance Authority (OPFA).

10. The Consultant shall also perform compliance audit of the City's Housing Successor Fund in accordance with SB 341 and AB 471, express opinion as to whether the Housing Successor Fund are in compliance with the Low and Moderate Income portion of the "Guidelines for Compliance Audits of California Redevelopment Agencies" as amended by SB 341 and AB 471 for the Housing Successor.

11. The Consultant shall provide general consultation as required, during the year, on financial accounting and reporting matters.

12. The Consultant shall respond to the reasonable inquiries of the City and successor auditors to review working papers relating to matters of accounting significance.

13. The Consultant will provide additional Accounting Compliance Services, as desired by the city. This includes but is not limited to training City personnel, evaluating and reviewing the City's capital asset ledger, reviewing and assisting in GASB 68, GASB 75, GASB 87, GASB 96, and GASB 101. Assistance in any new GASB pronouncements in the future as well.

EXHIBIT "B"
SCHEDULE OF SERVICES & COMPENSATION

Based on our understanding of your requirements, we propose the following fees:

Professional Services	2026	2027	2028	2029	2030
City of Ontario audit	$85,300	$87,860	$90,500	$93,220	$96,020
Prepare Basic Financial Statements for the CAFR	$6,525	$6,715	$6,915	$7,125	$7,345
GANN Limit	$770	$790	$810	$830	$850
Opinion on Compliance with AB 471	$2,065	$2,125	$2,185	$2,255	$2,325
Single Audit of Federal Grants of the City*	$10,560	$10,880	$11,210	$11,550	$11,900
SCO Report – City	$5,010	$5,160	$5,310	$5,470	$5,630
Housing Successor Report (including opinion on compliance with SB 341)	$3,055	$3,145	$3,235	$3,335	$3,435
AQMD	$1,955	$2,015	$2,075	$2,135	$2,195
West End Communications Authority	$3,910	$4,030	$4,150	$4,270	$4,400
West End Fire & Emergency	$3,910	$4,030	$4,150	$4,270	$4,400
SCO Reports:					
• West End Communications Authority	$1,420	$1,460	$1,500	$1,550	$1,600
• West End Fire & Emergency Response Commission	$1,420	$1,460	$1,500	$1,550	$1,600
• Ontario Redevelopment Financing Authority	$1,420	$1,460	$1,500	$1,550	$1,600
• Ontario Public Finance Authority	$1,420	$1,460	$1,500	$1,550	$1,600
Subtotals	*$128,740*	*$132,590*	*$136,540*	*$140,660*	*$144,900*
Technology and client support fee (5%)	waived	waived	waived	waived	waived
Lump sum, not-to-exceed fee	**$128,740**	**$132,590**	**$136,540**	**$140,660**	**$144,9000**

*This fee contemplates auditing two major programs. Additional programs will be audited for an additional cost of $4,000 each.

The table below shows our standard hourly billing rates by classification:

Staff Level	Hourly Rate
Principal/Signing Director	$350+
Director/Manager	$235 - $325
Senior	$165 - $225

Professional Services	2026	2027	2028	2029	2030
Accounting compliance services as desired by the City	$12,250	$12,620	$13,000	$13,390	$13,790
Technology and client support fee (5%)	waived	waived	waived	waived	waived
Total	**$12,250**	**$12,620**	**$13,000**	**$13,390**	**$13,790**

CITY OF ONTARIO *Agenda Report* **March 17, 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, Jacqueline Leon Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **A GOODS AND SERVICES AGREEMENT WITH RANCHO PACIFIC ELECTRIC CONSTRUCTION, INC., FOR THE ELECTRICAL SWITCH GEAR AT THE ONTARIO PROFESSIONAL BASEBALL STADIUM FLIGHT TOWER RESTAURANT PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Goods and Services Agreement with Rancho Pacific Electric Construction, Inc., of Rancho Cucamonga, California, for the procurement of electrical switch gear at the Ontario Professional Baseball Stadium Flight Tower Restaurant Project D&C25-004 in the amount of $408,900, plus a 10% contingency of $40,890, for a total not-to-exceed contract amount of $449,790; 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, 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 Goods and Services Agreement with Rancho Pacific Electric Construction, Inc., of Rancho Cucamonga, California, is in the amount of $408,900, plus a 10% contingency of $40,890, for a total not-to-exceed contract amount of $449,790. The Fiscal Year 2025-26 Adopted Budget included appropriations in the Capital Projects Fund for the Flight Tower Restaurant at ONT Field.

BACKGROUND & ANALYSIS: On April 2, 2026, ONT Field will open as the home of the Los Angeles Dodgers Single-A affiliate, the Ontario Tower Buzzers. As part of the stadium's continued development, the City is planning a three-story restaurant featuring a "control tower" themed design that will enhance the overall visitor experience at the facility. On December 16, 2025, the City Council approved a Design Services Agreement with HMC Architects to prepare the design for the

Flight Tower Restaurant. The restaurant is anticipated to open on Opening Day of the 2027 Tower Buzzers season.

On March 5, 2026, one bid was received for Bid No. 1979 - D&C25-004 Flight Tower Restaurant – Electrical Gear. The bid result is below:

VENDOR	LOCATION	AMOUNT
Rancho Pacific Electric, Inc.	Rancho Cucamonga, CA	$408,900

Rancho Pacific Electric Construction, Inc., of Rancho Cucamonga, California, submitted the lowest responsible and responsive bid with a base bid amount of $408,900. Based on the bid, credentials, pricing and favorable reference checks, Staff recommends awarding a Goods and Services Agreement to Rancho Pacific Electric Construction, Inc.

CITY OF ONTARIO
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PAUL S. LEON
MAYOR

ALAN WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
GOODS & SERVICES AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Rancho Pacific Electric Construction**, a **CORPORATION,** with its principal place of business at **9063 Santa Anita Ave., Rancho Cucamonga, CA 91730** ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Vendor desires to perform and assume responsibility for the provision of certain services and goods required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing similar services and goods 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 and understands the needs of City.

B. City desires to engage Vendor to sell to City the materials and/or equipment and/or render such services as more particularly described in this Agreement.

TERMS

1. SCOPE OF SERVICES.

1.1 General Scope of Services. Vendor 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 **electrical switch gear for the D&C25-004 Flight Tower Restaurant project** services ("Services") which 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.

1.2 Goods. Vendor agrees to sell to City and City agrees to purchase the materials and/or equipment ("Goods") as specified and per the specifications attached hereto and

incorporated herein as Exhibit "A." Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

2. TERM.

2.1 The term of this Agreement shall be from **March 18, 2026,** to **December 1, 2026**, unless earlier terminated as provided herein. Vendor shall provide all Goods and complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the work.

3. FEES AND PAYMENTS.

3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Goods provided and Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Eight Thousand and Nine Hundred Dollars ($408,900**) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Vendor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Vendor and Goods provided. The statement shall describe the amount of Services and Goods 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 non-disputed and approved charges thereon.

3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor 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 Goods and Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Automated Clearing House ("ACH") payments. It is the City's policy to pay its consultant invoices via electronic fund transfers through the ACH network. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through electronic ACH transfers, unless otherwise agreed upon by both Parties in writing. Vendor shall provide the City with ACH payment details whereby the City shall initiate the ACH transfers to Vendor in the amount required pursuant to a properly issued and correct invoice or under this Agreement. Each Party shall undertake any and all required actions and execute any required documents, instruments, or agreements required to effectuate the requirements of this Section. In the event the City erroneously deposits funds into an account, or otherwise deposits funds to which Vendor is not entitled: (1) Vendor shall immediately notify the City and the financial institution; (2) Vendor shall not withdraw any of the funds which were erroneously deposited or to which Vendor is not entitled; and (3) Vendor authorizes both the City and financial institution to

take all actions necessary to correct the error and return to the City all funds erroneously deposited or to which Vendor is not entitled.

4. RESPONSIBILITIES OF VENDOR.

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

4.2 Schedule of Services.

4.2.1 Vendor shall perform the Services and provide Goods expeditiously, within the term of this Agreement, and in accordance with the Schedule of Goods and Services set forth in Exhibit "B" attached hereto and incorporated herein by reference ("Performance time"). Upon request of City, Vendor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Goods and Services. Vendor agrees that if the Goods are not provided and/or the Services are not completed within the Performance Time, it is understood, acknowledged and agreed that the City will suffer damage.

4.2.2 Neither City nor Vendor 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 Vendor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this Section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Agreement.

4.2.3 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 Vendor 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.

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

4.4 Acceptance. The Goods shall be received subject to City's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with the City's specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, City shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Vendor's risk for a reasonable time thereafter and shall be returned or disposed of at Vendor's expense. No rejected Goods shall be replaced by Vendor without written instruction or authorization from City.

4.5 Coordination of Services. Vendor 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.

4.6 Standard of Care; Performance of Employees. Vendor 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. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Vendor 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, Vendor 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 Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, 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 by the Vendor and shall not be re-employed to perform any of the Services provided under this Agreement.

4.7 Warranty. In addition to all warranties which may be provided by law, Vendor warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by City; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Vendor and City, from the date of final written acceptance of the Goods by City. This warranty shall survive any inspection, delivery, acceptance, or payment by City of the Goods. Vendor, at its own expense, shall repair or replace, at the option of City, any defective Goods within two (2) business days after receipt of notice from City or within four (4) hours in case of emergency, as determined by City. Vendor also warrants

that the Goods are free and clear of all liens and encumbrances whatsoever, that Vendor is conveying good and marketable title to same, and that Vendor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Vendor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

4.8 Reserved.

4.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Vendor may be required to do, or respecting the size of any payment to Vendor during the performance of this Contract, Vendor shall continue to perform the Work while said dispute is decided by the City. If Vendor disputes the City's decision, Vendor shall have such remedies as may be provided by law.

4.10 Laws and Regulations; Employee/Labor Certifications. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting its performance under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with this Agreement. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor 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. Vendor 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.

4.10.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor 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 Vendor. Vendor 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. Vendor 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. Vendor 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 Vendor's compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, and Consultants. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, and consultants performing any work relating to this Agreement to make the same verifications and comply with all requirements and restrictions provided for herein.

4.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, or consultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 4.10.2); or (3) failure to immediately remove from this contract any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, Vendor 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 Workers' 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.

4.10.5 Equal Opportunity Employment. Vendor 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. Vendor 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.

4.10.6 Air Quality. Vendor 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). Vendor 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. Vendor 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 Vendor, its subcontractors, or others for whom Vendor is responsible under its indemnity obligations provided for in this Agreement.

4.10.7 Water Quality.

4.10.7.1 Management and Compliance. To the extent applicable, Vendor'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 Santa Ana 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.

4.10.7.2 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 Vendor or City to penalties, fines, or additional regulatory requirements. Vendor 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 Vendor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

4.10.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Vendor 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. Vendor 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 Vendor with a list of training programs that meet the requirements of this paragraph.

5. PROJECT MANAGEMENT

5.1 City's Representative. The City hereby designates **Daniel Beers, Design and Construction Director,** 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. Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.2 Vendor's Representative. Vendor hereby designates **Doug Munsey, Chief Estimator,** or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor'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 work required under this Agreement.

6. INSURANCE.

6.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Vendor 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.

6.2 Minimum Requirements. Vendor 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 Vendor, its agents, representatives, employees or subcontractors. Vendor 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:

6.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

6.2.2 Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability:* $2,000,000 MINIMUM per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 MINIMUM 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 MINIMUM per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

6.2.3 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, Vendor 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 Vendor or the City may withhold amounts sufficient to pay premium from Vendor payments. In the alternative, the City may suspend or terminate this Agreement.

6.2.4 Additional Insured. The City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Vendor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

6.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

6.3.1 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 Vendor, 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 Vendor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 6.2.2, 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 6.3.1.

6.3.2 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 Vendor or for which the Vendor 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 Vendor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 6.2.2, 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 6.3.2.

6.3.3 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 Vendor.

6.3.4 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.

6.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. All policies shall waive any right of subrogation of the insurer against

the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor 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.

6.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Vendor 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 Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

6.6 Subcontractor Insurance Requirements. Vendor 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 Vendor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Vendor 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.

6.7 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.

6.8 Verification of Coverage. Vendor 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.

6.9 Reporting of Claims. Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

7. INDEMNIFICATION.

7.1 Scope of Indemnity. To the fullest extent permitted by law, Vendor 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 Vendor, its officials, officers, employees, subcontractors, consultants or agents arising out of or in connection with the Services, the Goods 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, Vendor's indemnity obligation shall

not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

7.2 Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor'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, Vendor 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. Vendor 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. Vendor 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. Vendor'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.

8. CALIFORNIA LABOR CODE

8.1 Prevailing Wages. Vendor 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. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. City shall provide Vendor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Vendor 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 Vendor's principal place of business and at the project site. Vendor 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 is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Vendor shall therefore comply with such Labor Code sections to the fullest extent required by law.

8.2 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Vendor and all subcontractors must be registered with the Department of Industrial Relations. Vendor shall maintain registration for the duration of this Agreement and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

8.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Vendor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Vendor or any subcontractor that affect Vendor's performance of Services, including any delay, shall be Vendor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered

Vendor caused delay and shall not be compensable by the City. Vendor 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 Vendor or any subcontractor.

9. SAFETY.

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Vendor 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 life saving 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.

10. ACCOUNTING RECORDS.

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor 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. Vendor 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.

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those Services and Goods which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. If terminated for cause because the Vendor refused or failed to deliver the Goods, the City may obtain Goods by whatever method it may deem expedient. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Goods, Vendor will be liable for and will pay the difference to City. Vendor 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.

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

11.3 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, goods and services similar to those terminated.

12. GENERAL PROVISIONS.

12.1 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:

Vendor:

Rancho Pacific Electric Construction, Inc.
9063 Santa Anita Avenue
Rancho Cucamonga, CA 91730
Attn: Doug Munsey, Chief Estimator

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764-4196
Attn: Daniel Beers, Design and Construction Director

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

12.2 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

12.3 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, Vendor 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 Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

12.5 City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with the Goods and Services provided under this Agreement.

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

12.7 Assignment or Transfer. Vendor 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.

12.8 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 Vendor include all personnel, employees, agents, and subcontractors of Vendor, 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.

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

12.10 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.

12.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 12.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

12.13 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor 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 Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor 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.

12.14 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.

12.15 Authority to Enter Agreement. Vendor 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.

12.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12.17 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 ON NEXT PAGE

SIGNATURE PAGE FOR GOODS & SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO
AND RANCHO PACIFIC ELECTRIC CONSTRUCTION, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement 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:

_____
Assistant City Clerk

Rancho Pacific Electric Construction, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
BC01 Electrical Gear							$408,900.00		
1	26 05 73		Furnish of all electrical gear on drawings and specificationsPower System Study	LS	1	$39,600.00	$39,600.00	Yes	
2	26 09 13		Furnish all shop drawings and allow 3 weeks for design approvalEnergy Metering and Management System	LS	1	$20,000.00	$20,000.00	Yes	
3	26 20 00		All testing to be done prior to delivery to the City Yard. Payment for materials to be provided after delivery confirmed at the City Yard.Service Entrance	LS	1	$4,100.00	$4,100.00	Yes	
4	26 22 00		Dry Type Transformers	LS	1	$29,300.00	$29,300.00	Yes	
5	26 24 13		Switchboards	LS	1	$147,200.00	$147,200.00	Yes	
6	26 24 16		Panelboards	LS	1	$42,700.00	$42,700.00	Yes	
7	26 28 11		ARC Reduction Earthing System	LS	1	$500.00	$500.00	Yes	This value should be included in Main Switchboard
8	26 43 00		Surge Protection Devices	LS	1	$500.00	$500.00	Yes	This value should be included in Main Switchboard
9	26 52 15		Emergency Lighting Inverter	LS	1	$0.00	$0.00	Yes	This was deleted in Addendum #2
10			Testing prior to delivery	LS	1	$15,000.00	$15,000.00	Yes	
11			Delivery and unload gear into City Yard	LS	1	$5,000.00	$5,000.00	Yes	
12			Pick up gear from City Yard and delviery to project site (Includes laoding and unloading)	LS	1	$5,000.00	$5,000.00	Yes	
13	01 21 00		Allowance	LS	1	$100,000.00	$100,000.00	Yes	

Section Title	Line Total
BC01 Electrical Gear	$408,900.00
Grand Total	$408,900.00

EXHIBIT "B"

SCHEDULE OF SERVICES

MARCH 18, 2026, TO DECEMBER 1, 2026

EXHIBIT “C”

COMPENSATION

NTE $408,900

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **CONSENT CALENDAR**
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: 13

SUBJECT: A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ONTARIO AND IKEA PROPERTY INC.

RECOMMENDATION: That the City Council approve a Purchase and Sale Agreement (On file in the Records Management Department) for the property located at 2350-2630 East Inland Empire Boulevard in the City of Ontario and authorize the City Manager to execute all other documents required for implementation of the Agreement.

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

FISCAL IMPACT: The acquisition cost of the real property is $46,939,000. If approved, additional appropriations will be included in the Capital Projects Fund at the next quarterly update to City Council as needed.

BACKGROUND & ANALYSIS:

In July of 2025, the City Council authorized the City Manager to negotiate a Purchase and Sale Agreement ("PSA") with IKEA Property Inc. for the acquisition of 25.06 acres of superior real estate located at 2350-2630 East Inland Empire Boulevard, adjacent to Interstate 10 between Archibald Avenue and Vineyard Avenue, for a purchase price of up to $46,939,000.

Over the past several months, City staff prepared a Specific Plan Amendment to the Meredith International Centre Specific Plan and an Addendum to the Specific Plan's Environmental Impact Report. The Specific Plan Amendment establishes a new mixed-use overlay designation on the 25-acre site. This new designation will help facilitate the future development of high-quality apartments along with retail and commercial uses that will serve as a local and regional draw for the City. The Specific Plan Amendment and EIR Addendum were presented to the Planning Commission on November 25, 2025 and was recommended for approval to the City Council. The item will be brought to the City Council at a future meeting for consideration.

This 25-acre property is one of the last remaining large undeveloped parcels in this area of the City. Over recent years, the Ontario City Council and the private market have made considerable investment in strategic development corridors adjacent to and nearby this site. New hotels, apartments, mixed-use development and entertainment – such as the development near the Toyota Arena – are among the public and private investments that have brought with it new tax revenue, jobs and entertainment options.

Acquisition and development of this highly desired property will ensure that the City can continue to build upon this positive momentum, control its own destiny with regard to the future development of the site, and usher in development that would support the City long-term economic development goals. These goals include creating temporary and full-time jobs, eliminating a vacant site that could create nuisance conditions, facilitating an increase in property taxes and sales tax revenue once developed, and strengthening the City's land use and social structure, all of which accrue to the common benefit of the City and its residents. As a result, staff recommends effectuation of the terms of the PSA.

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Financial Services Prepared By: Pablo De Lara Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA21-009) BETWEEN THE CITY OF ONTARIO AND WEST HAVEN 27, LLC.**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance Approving a Development Agreement (File No. PDA21-009) between the City of Ontario and West Haven 27, LLC.

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

FISCAL IMPACT: There is no direct fiscal impact associated with this action. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support this Ontario Ranch project. In addition, the City will receive development impact, compliance processing, licensing, and permitting fees.

BACKGROUND & ANALYSIS: The Ontario Ranch financial commitments required for construction of properties within a Specific Plan are substantial. Therefore, to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, West Haven 27, LLC (collectively the "Applicant" or "Owner"), has requested that the City enter into negotiations to create a Development Agreement (Agreement).

The Agreement proposes to include 27.77 acres of land within Planning Area 1 of the West Haven Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested right to develop Tentative Tract Map 20696 (the Map), located at the southwest corner of Riverside Drive and Haven Avenue, provided that the Owner complies with the terms and conditions of the

Specific Plan and related Environmental Impact Report (EIR).

The Map (see attached Exhibit B) proposes to subdivide 27.77 acres of land into seven numbered lots and eight lettered lots, for condominium purposes.

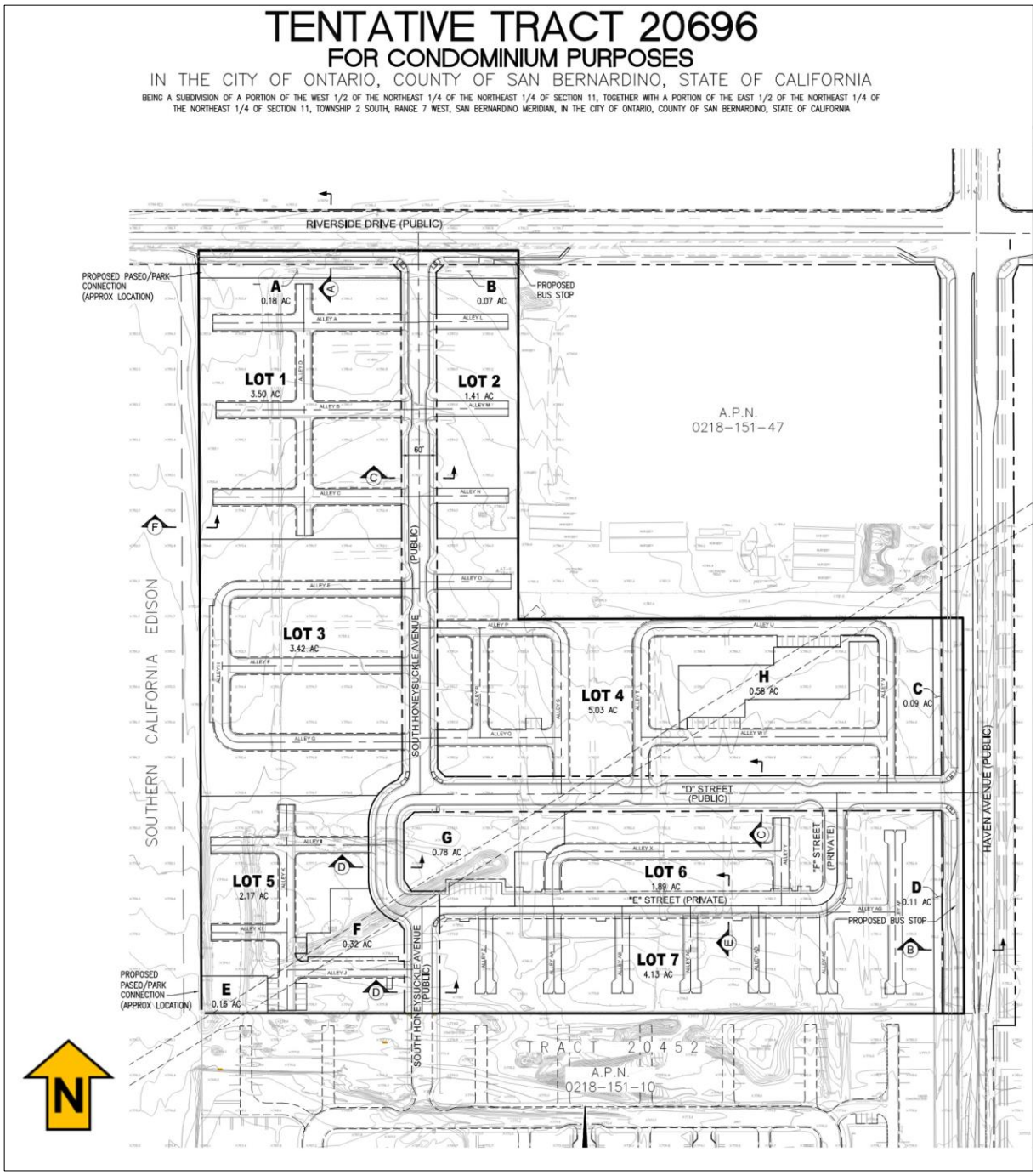
The term of the Agreement is for ten years, with a five-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber), and the creation of a Community Facilities District (CFD) for the services and maintenance of public facilities.

In considering the Agreement at their meeting on February 24, 2026, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission unanimously approved and adopted Resolution No. PC26-013, recommending City Council approval of the Agreement.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007. This Application introduces no new significant environmental impacts.

Exhibit A: WEST HAVEN SPECIFIC PLAN LAND USE MAP

Exhibit B: TENTATIVE TRACT MAP NO. 20696



CITY OF ONTARIO PLANNING DEPARTMENT

PLANNING COMMISSION STAFF REPORT

February 24, 2026

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NO: PDA21-009

SUBJECT: A public hearing to consider a Development Agreement between the City of Ontario and West Haven 27, LLC to establish the terms and conditions associated with Tentative Tract Map 20696 (File No. PMTT24-003), located at the southwest corner of Riverside Drive and Haven Avenue, within Planning Area 1 of the West Haven Specific Plan. (APN: 0218-151-48) **submitted by West Haven 27, LLC. City Council action is required.**

PROPERTY OWNER: **West Haven 27, LLC.**

RECOMMENDED ACTION: That the Planning Commission consider and recommend City Council adopt an Ordinance approving the Development Agreement (File No. PDA21-009) between the City of Ontario and West Haven 27, LLC, pursuant to the facts and reasons contained in the staff report and attached Resolution.

BACKGROUND: On January 16, 2007, the City Council certified the West Haven Specific Plan Environmental Impact Report (State Clearinghouse No. 200471095). The related West Haven Specific Plan (File No. PSP03-006) was approved by City Council on July 17, 2007. The Specific Plan established the land use designations, development standards, and design guidelines for approximately 202 acres of land, which included the potential development of 753 residential dwelling units and 87,000 square feet of commercial/office land uses.

On August 1, 2023, the City Council approved an Amendment to the West Haven Specific Plan (File No. PSPA21-004) and Addendum to the West Haven Specific Plan Environmental Impact Report. The Amendment included changes to Planning Areas 1 and 3. The changes included increasing the number of allowed residential units, allowing higher density developments, and allowing for Detached and Attached Homes.

On May 1, 2024, the Applicant submitted Tentative Tract Map No. 20696 (File No. PMTT24-003), to subdivide 27.77-acres of land into 7 numbered lots and 8 lettered lots on property located at the southwest corner of Riverside Drive and Haven Avenue, within Planning Area 1 of the West Haven Specific Plan.

The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, to adequately forecast these costs and gain

Case Planner:	Pablo De Lara – Project Manager
Planning Director Approval:	
Submittal Date:	2/9/2026

Hearing Body	*Date*	*Decision*	*Action*
DAB	N/A	N/A	N/A
PC	2/24/2026	Approval	Recommend
CC	4/7/2026		Final

assurance that the Project may proceed under the existing policies, rules, and regulations, West Haven 27, LLC ("Owner"), have requested that the City enter into negotiations to create a Development Agreement ("Agreement").

In accordance with California Government Code Section 65865, which in part states that any city… may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property…" and California Government Code Section 65865.52, which in part states that "a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property… and may include conditions, terms, restrictions…," the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements. Pursuant to these procedures and requirements, staff entered into negotiations with the Applicant to create a Development Agreement for consideration by the Planning Commission and City Council.

The proposed Agreement is based on the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders' members requires that members of the LLC enter into Development Agreements that are consistent with the provisions of the Construction Agreement and are consistent with the commitments to assure that adequate public infrastructure improvements are constructed by the Owner.

PROJECT SETTING: The Project site is located at the southwest corner of Riverside Drive and Haven Avenue, within Planning Area 1 of the West Haven Specific Plan and is depicted in Figure 1: Project Location.

PROJECT ANALYSIS: The Agreement proposes to include 27.77 acres of land within Planning Area 1 of the West Haven Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested right to develop Tentative Tract Map 20696 (the "Map"), provided that the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Map (see attached Exhibit B) located at the southwest corner of Riverside Drive and Haven Avenue and proposes to subdivide 27.77 acres of land into 7 numbered lots and 8 lettered lots, for condominium purposes.

The term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees ("DIF") for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber; and the creation of a Community Facilities District ("CFD") for the maintenance of public facilities.

Staff finds that the Agreement is consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, staff is recommending approval of the

application to the Planning Commission. If the Planning Commission finds the Agreement is acceptable, a recommendation of approval to the City Council would be appropriate.

PUBLIC NOTIFICATION: The subject Agreement 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 300 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 Resolution, 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 Agreement.

AGENCY/DEPARTMENT REVIEWS: Each City agency/department has been provided the opportunity to review and comment on the subject Agreement and recommend requirements to be imposed upon the Project. At the time of the Resolution preparation, infrastructure requirements were provided and are included within the subject Agreement to the attached Resolution 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 recommending 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, is consistent with the policies and criteria set forth within the ONT ALUCP.

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and

overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the Planning Commission, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino 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
- Focus Resources in Ontario's Commercial and Residential Neighborhoods
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Vision.

Distinctive Development:

- Commercial and Residential Development

➢ Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

➢ G 1-2. Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU-1 Balance: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

  - LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

  - LU-1.6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

- Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

  - LU-2.6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.

Housing Element:

- Goal H-2 Housing Supply & Diversity: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

  - H-2.4 Ontario Ranch. We support a premier lifestyle community in the Ontario Ranch, distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.

  - H-2.5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

Community Economics Element:

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

  - CE-1.6 Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the

development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.

- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

  - CE-2.1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

  - CE-2.2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.

  - CE-2.4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

  - CE-2.5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Community Design Element:

- 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-2.7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials, and construction techniques.

  - CD-2.13 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-5 Protection of Investment: A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects the property values and encourages additional public and private investments.

  - CD-5.1 Maintenance of Buildings and Property. We require all public and privately-owned buildings and property (including trails and easements) to be properly and consistently maintained.

- CD-5.2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.

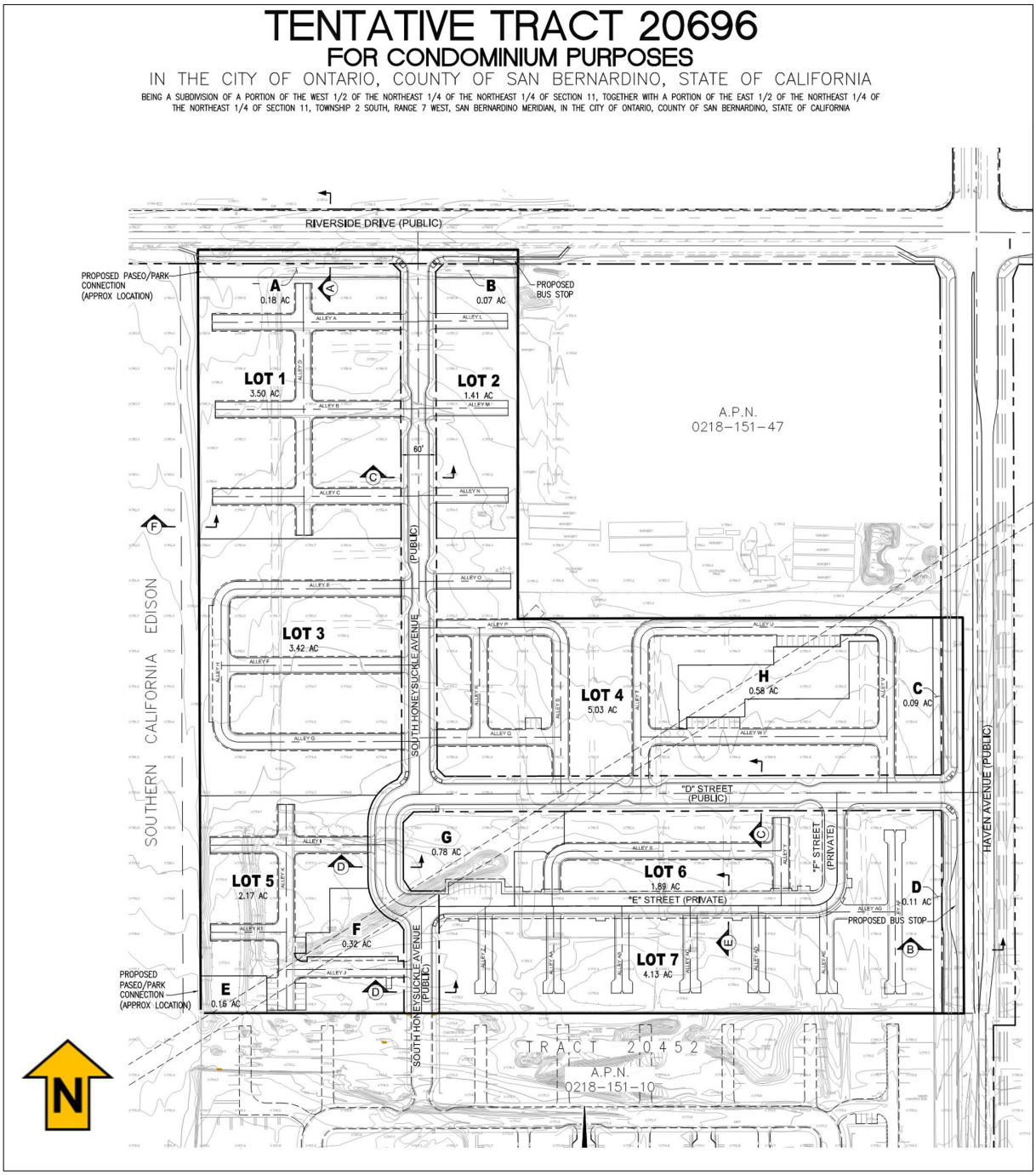
HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (general plan) component of The Ontario Plan 2050, as the Project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007. This Application introduces no new significant environmental impacts.

Figure 1: PROJECT LOCATION

Exhibit A: WEST HAVEN SPECIFIC PLAN LAND USE MAP

Exhibit B: TENTATIVE TRACT MAP NO. 20696



RESOLUTION NO. PC26-013

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA21-009, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND WEST HAVEN 27, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20696 (FILE NO. PMTT24-003), LOCATED AT THE SOUTHWEST CORNER OF RIVERSIDE DRIVE AND HAVEN AVENUE, WITHIN PLANNING AREA 1 OF THE WEST HAVEN SPECIFIC PLAN. (APN: 0218-151-48)

WHEREAS, West HAVEN 27, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA21-009, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 27.77 acres of land, located at the southwest corner of Riverside Drive and Haven Avenue, within Planning Area 1 of the West Haven Specific Plan; and

WHEREAS, the Applicant submitted Tentative Tract Map No. 20696 (File No. PMTT24-003), subdividing 27.77 acres of land into 7 numbered lots and 8 lettered lots, for condominium purposes; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007. This Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

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

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

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

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

WHEREAS, on February 24, 2026 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.*** *A*s the recommending body for the Project, the Planning Commission has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the Planning Commission finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with an Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the Planning Commission; and

(5) The proposed Project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2: ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the 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 recommending body for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the

time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the 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, is will be consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the Planning Commission, therefore, finds and

determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino 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 Section 1 through 4, above, the Planning Commission hereby concludes as follows:

(1) The Development Agreement applies to approximately 27.77 acres of land located at the southwest corner of Riverside Drive and Haven Avenue, within Planning Area 1 of the West Haven Specific Plan; and

(2) The Development Agreement establishes parameters for the development of land within the West Haven Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the West Haven Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Tract Map 20696 (File No. PMTT24-003) as long as the Applicant complies with the terms and conditions of the West Haven Specific Plan and EIR. Tentative Tract Map 20696 is located at the southwest corner of Riverside Drive and Haven Avenue and proposes to subdivide 27.77 acres of land into 7 numbered lots and 8 lettered lots, for condominium purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties for which an Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA21-009) 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 24th of February, 2026, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairperson

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. PC26-013, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on February 24, 2026, by the following roll call vote, to wit:

AYES: Anderson, DeDiemar, Gage, Hagman, Lampkin, Marks, Ricci

NOES: None

ABSENT: None

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

FILE NO. PDA21-009

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

West Haven 27, LLC

a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA21-009

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

West Haven 27, LLC

A Delaware limited liability company

_____, 2026

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA21-009

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2026 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY") and West Haven 27, LLC (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the West Haven Specific Plan (State Clearinghouse No. 2004071095 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the West Haven Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary

improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."

WHEREAS, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review;

(d) conditional use permits (including model home use permits), public use permits and plot plans;

(e) zoning;

(f) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government

Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superceded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.12 "General Plan" means the General Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tract Map conditions for Tract No. 20696 as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.18 "Model Units" includes model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

1.1.19 "OWNER" means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.20 "Production Unit(s)" means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.21 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.22 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.23 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.24 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "West Haven Specific Plan."

1.1.25 "Storm Water Treatment Capacity Availability" means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.26 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.28 "Water Availability Equivalent (WAE)" means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as "Water Availability Equivalents by Land Use" for each land use category.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Infrastructure Improvements

Exhibit "F" — Depiction of Required Infrastructure Improvements Exhibit

Exhibit "G" - Form of Plume Disclosure Letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this

Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit G) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to

review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency With Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
West Haven 27, LLC
Attn: Bryan Goodman
1156 N. Mountain Ave.
Upland, CA 91786

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
West Haven 27, LLC
Attn: Brad Francke
1156 N. Mountain Ave.
Upland, CA 91786

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided

however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibits "E" and "F" are a description and depiction, respectively, of the improvements needed for development of the Property. In the event of any discrepancy between Exhibit E and Exhibit F, Exhibit F shall control.

3.4.2 Construction of Model Units, private common recreation facilities, and sales facilities is subject to plan submittal by OWNER and approval by CITY. Said plan shall illustrate that adequate public infrastructure is available to serve these uses, and shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development

Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;

(f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for

this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

(INSERT Specific Infrastructure Development Requirements)

3.7.1 OWNER agrees that development of the Project shall require the construction of storm drain improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the storm drain improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the street improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the construction of water and recycled water improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water improvements as described in Exhibit E and depicted in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that development of the Property shall require the construction of sewer improvements, as described in the attached Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the sewer improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.5 OWNER agrees that development of the Property shall require the extension of fiber optic communications improvements as described in the attached Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the fiber optic communication improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.6 OWNER agrees that existing if SCE poles along Haven Avenue have not yet been removed or underground at the time of construction, Owner may install a striped median in place of the raised median.

3.7.7 OWNER agrees to provide evidence from SCE that the design of the undergrounding of the SCE power poles along Riverside Dr. has begun prior to the first building permit. OWNER agrees that the designs of the undergrounding with SCE and Riverside Dr. frontage improvements shall be completed prior to

the 50th percentile occupancy and improvements completed prior to the 80th percentile of building permits.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior

to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy. Any existing Development Impact Fee (DIF) credits held by the Owner or any affiliated entity shall be applied toward the payment of DIFs as required under Subsection 4.2.1.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (Ontario Plan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below. **(Other provisions will be added that are Project-specific, if applicable).**

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within Ontario Ranch will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for Production Units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Tract No. 20696.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low- and moderate-income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.4.2.1 through 4.4.2.5. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent (40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A)(iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing

housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Three Dollars Thirty-Seven Cents ($3.37) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Ninety-Six ($2.96) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. Three Dollars Thirty-Seven Cents ($3.37 Two Dollars Ninety-Six ($2.96) per square foot amounts shall automatically be increased annually, commencing on July 1, 2026, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA), (December 2017=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the

OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the CITY and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the CITY and rental adjustments required by the CITY shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of two (2) occupants per bedroom plus one (1) additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the CITY. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the CITY shall be required to assure payment of an annual in lieu fee to the CITY on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The CITY may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the CITY. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations.
OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school

obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.4.1.

4.6 Net MDD/Water Availability Equivalents.

4.6.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approval a final tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.6.2 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.6.3 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to an OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.6.4 Effectiveness of Agreement. Notwithstanding anything set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree that (i) the CITY approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, are conditioned upon OWNER's admission to NMC Builders as a "Member" (if not already a Member) thereof pursuant to the terms and conditions of the operating agreement of NMC Builders within thirty (30) days following the

Effective Date of this Agreement. OWNER'S failure to maintain membership in NMC Builders LLC is and shall be a Default under this Agreement

4.7 Storm Water Capacity Availability.

4.7.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.6 of this Agreement.

4.7.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.7.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment, water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.8 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.9 Edison Easement Improvements. OWNER shall develop as park or open space purposes that area within the Project areas owned in fee by Southern California Edison or in which Southern California Edison has an easement or license, as more particularly set forth in the Specific Plan. Said park or open space development shall be consistent with the New Model Colony Park Master Plan standards for park and open space development. Notwithstanding OWNER's development of park or open space areas as required by this Section 4.9. OWNER shall not be entitled to any credit, offset or reimbursement from the CITY for such park or open space development.

4.10 Compliance with Public Benefits Requirements.

4.11.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.10, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,371.52 per Single Family Detached Dwelling Unit, $1,188.58 per Multiple-Family Dwelling Unit, $996.75 per Gated Apartment Community Dwelling Unit, and $.25 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless otherwise modified by the CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the

anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the

City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners.

Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or

determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL

CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT PDA21-009

"OWNER"

WEST HAVEN 27, LLC,
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation –
Its Sole Manager

By:_____
Name:_____
Its: Authorized Agent

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOGETHER WITH A PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11;

THENCE NORTH 0° 13' 00" WEST 1296.78 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 TO THE SOUTHERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE (30. 00 FEET IN HALF-WIDTH);

THENCE SOUTH 89° 58' 31" EAST 543.59 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE SOUTH 0° 01' 29" WEST 626.81 FEET;

THENCE NORTH 89° 50' 06" EAST 755.80 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAVEN AVENUE (25. 00 FEET IN HALF-WIDTH);

THENCE SOUTH 0° 10' 14" EAST 672.53 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11;

THENCE NORTH 89° 58' 20" WEST 1296.22 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST 1/4 OF SECTION 11 TO THE POINT OF BEGINNING.

SAID LAND IS DESCRIBED PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING LOT LINE ADJUSTMENT NO. LLA 04-011, RECORDED DECEMBER 2, 2004 AS INSTRUMENT NO. 2004-887803 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 0218-151-48

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

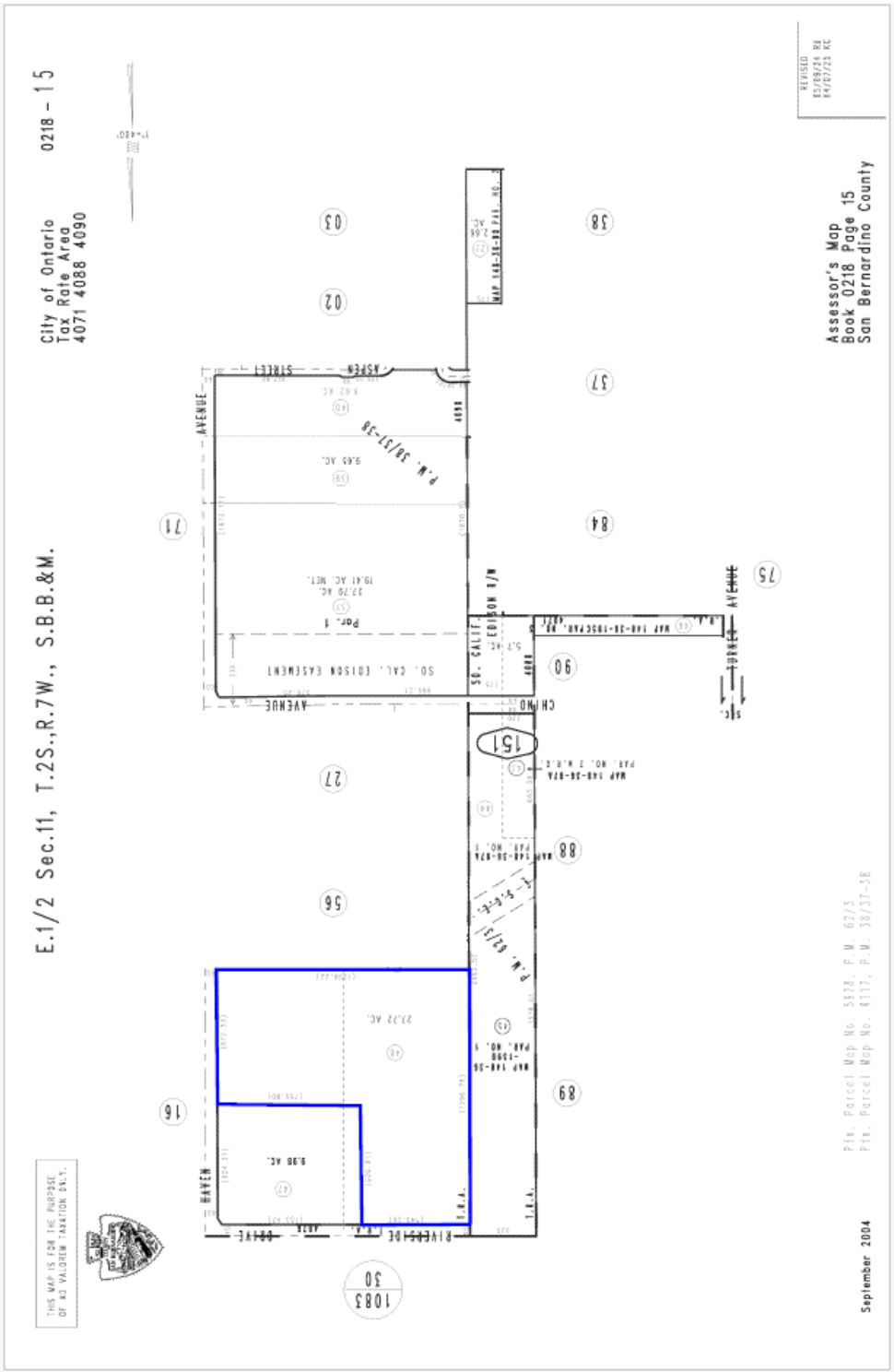


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On December 18, 2006, the Planning Commission**:**

a) Issued Resolution No. PC06-166, recommending City Council adopt and certify the West Haven Specific Plan Environmental Impact Report; and

b) Issued Resolution No. PC06-167, recommending City Council approval of the West Haven Specific Plan (File No. PSP03-006).

On January 16, 2007, the City Council**:**

a) Adopted and certified the West Haven Specific Plan Environmental Impact Report and issued Resolution No. 2007-010; and

b) Adopted Ordinance No. 2870 approving the West Haven Specific Plan.

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. West Haven Specific Plan, Ordinance No. 2870

2. West Have Environmental Impact Report, Resolution No. 2007-010

3. City of Ontario Municipal Code

    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks and Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

OWNER shall design, construct and complete all improvements including but not limited to Sewer (SW), Potable Water (PW), Recycled Water (RW), Storm Drain (SD), Fiber Optic (FO), and Street Improvements (ST) prior to OWNER's request for building permits for Production Units.

Sewer (SW)

a) SW improvements on Honeysuckle Avenue from Riverside Drive to TM-18026.

b) SW improvements on "D" Street from west of Haven Avenue to Honeysuckle Avenue.

Potable Water (PW)

a) PW improvements on Honeysuckle Avenue from Riverside Drive to TM-18026.

b) PW improvements on "D" Street from Honeysuckle Avenue to Haven Avenue.

RECYCLED WATER (RW)

a) RW improvements on Honeysuckle Avenue from Riverside Drive to "E" Street.

b) RW improvements on "D" Street from Honeysuckle Avenue to Haven Avenue.

STORM DRAIN (SD)

a) SD improvements on Honeysuckle Avenue from Riverside Drive to southerly project limits.
b) SD improvements on "D" Street from west of Haven Avenue to Honeysuckle Avenue.
c) SD improvements within Alley P.

STREETS (ST)

a) ST improvements on "D" Street from west of Haven Avenue to Honeysuckle Avenue.
b) ST improvements on Honeysuckle Avenue from Riverside Drive to southerly project limits.
c) Raised median ST improvements on Haven Avenue along easterly project limits and construct westerly last lane

d) Southerly last lane ST improvements on Riverside Drive along northernly project limits.

e) Traffic Signal Modification at the intersection of Haven Avenue and Riverside Drive.

f) Full signalized improvements at the intersection of Honeysuckle Avenue and Riverside Drive.

TRAIL IMPROVEMENTS

a) Trail Improvements along westerly project limits within the SCE easement.

EXHBIT "F"
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements

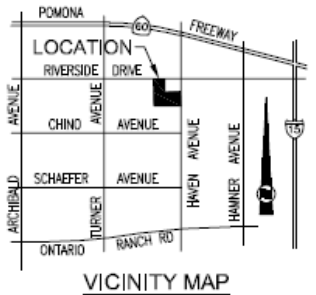
(SEE ATTACHED EXHIBITS)

INFRASTRUCTURE EXHIBIT

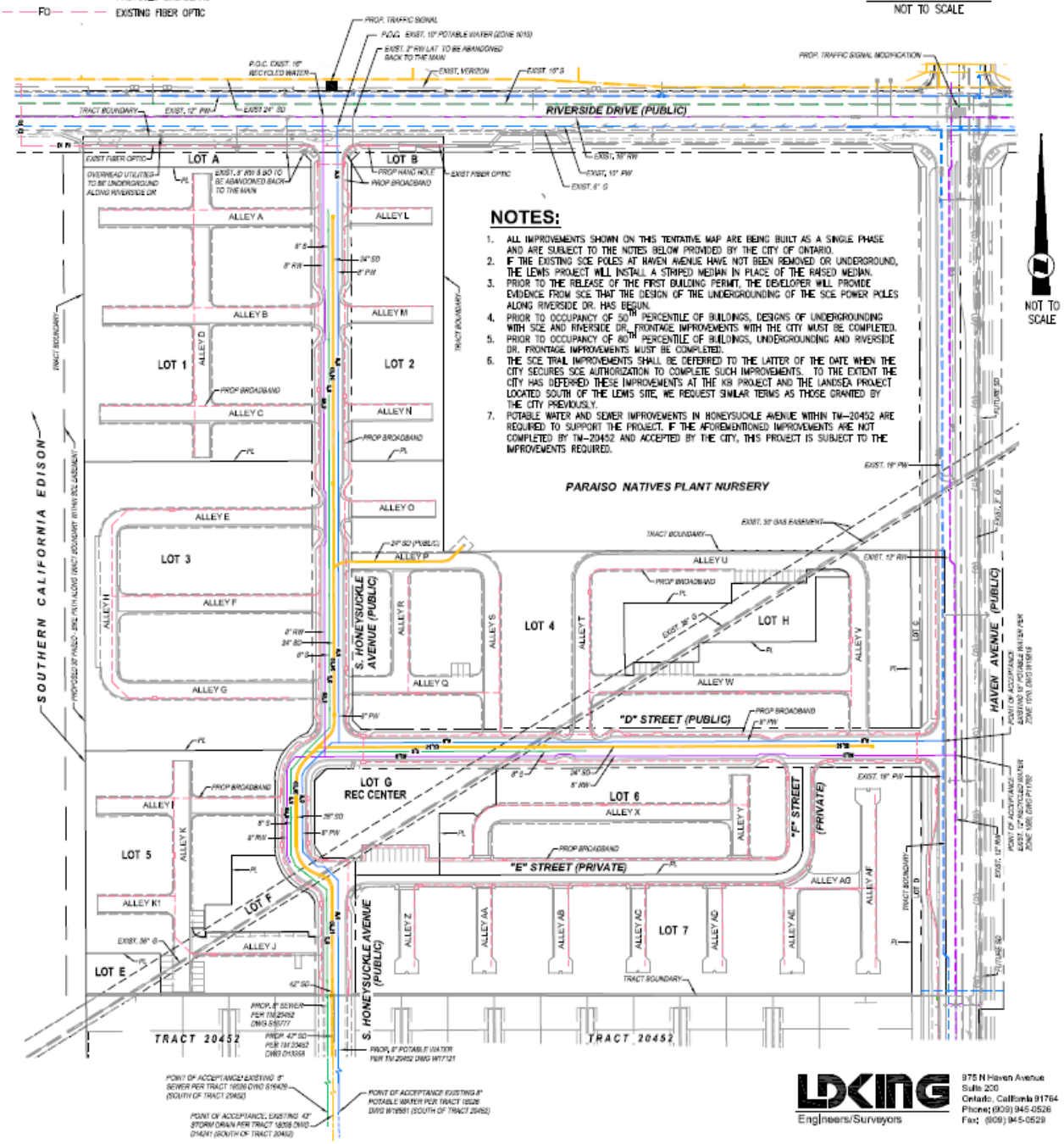
TENTATIVE TRACT MAP 20696

LEGEND

- PROPOSED TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL MODIFICATION
- W — PROPOSED PUBLIC POTABLE WATER (ZONE–1010)
- S — PROPOSED PUBLIC SEWER
- RW — PROPOSED PUBLIC RECYCLED WATER (ZONE–1050)
- SD — PROPOSED PUBLIC STORM DRAIN
- W — EXISTING PUBLIC POTABLE WATER (ZONE–1010)
- S — EXISTING PUBLIC SEWER
- RW — EXISTING PUBLIC RECYCLED WATER (ZONE–1050)
- SD — EXISTING PUBLIC STORM DRAIN
- G — EXISTING GAS LINE
- HH–3/*22
- HH–4/*22
- PROPOSED BROADBAND
- FO — EXISTING FIBER OPTIC



VICINITY MAP
NOT TO SCALE



NOTES:

1. ALL IMPROVEMENTS SHOWN ON THIS TENTATIVE MAP ARE BEING BUILT AS A SINGLE PHASE AND ARE SUBJECT TO THE NOTES BELOW PROVIDED BY THE CITY OF ONTARIO.
2. IF THE EXISTING SCE POLES AT HAVEN AVENUE HAVE NOT BEEN REMOVED OR UNDERGROUND, THE LEWIS PROJECT WILL INSTALL A STRIPED MEDIAN IN PLACE OF THE RAISED MEDIAN.
3. PRIOR TO THE RELEASE OF THE FIRST BUILDING PERMIT, THE DEVELOPER WILL PROVIDE EVIDENCE FROM SCE THAT THE DESIGN OF THE UNDERGROUNDING OF THE SCE POWER POLES ALONG RIVERSIDE DR. HAS BEGUN.
4. PRIOR TO OCCUPANCY OF 50TH PERCENTILE OF BUILDINGS, DESIGNS OF UNDERGROUNDING WITH SCE AND RIVERSIDE DR. FRONTAGE IMPROVEMENTS WITH THE CITY MUST BE COMPLETED.
5. PRIOR TO OCCUPANCY OF 80TH PERCENTILE OF BUILDINGS, UNDERGROUNDING AND RIVERSIDE DR. FRONTAGE IMPROVEMENTS MUST BE COMPLETED.
6. THE SCE TRAIL IMPROVEMENTS SHALL BE DEFERRED TO THE LATTER OF THE DATE WHEN THE CITY SECURES SCE AUTHORIZATION TO COMPLETE SUCH IMPROVEMENTS. TO THE EXTENT THE CITY HAS DEFERRED THESE IMPROVEMENTS AT THE KB PROJECT AND THE LANDSEA PROJECT LOCATED SOUTH OF THE LEWIS SITE, WE REQUEST SIMILAR TERMS AS THOSE GRANTED BY THE CITY PREVIOUSLY.
7. POTABLE WATER AND SEWER IMPROVEMENTS IN HONEYSUCKLE AVENUE WITHIN TM–20452 ARE REQUIRED TO SUPPORT THE PROJECT. IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT COMPLETED BY TM–20452 AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE IMPROVEMENTS REQUIRED.

NOT TO SCALE

LDKING
Engineers/Surveyors
975 N Haven Avenue
Suite 200
Ontario, California 91764
Phone: (909) 945-0526
Fax: (909) 945-0529

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

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

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA21-009, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND WEST HAVEN 27, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE TRACT MAP 20696 (FILE NO. PMTT24-003), LOCATED AT THE SOUTHWEST CORNER OF RIVERSIDE DRIVE AND HAVEN AVENUE, WITHIN PLANNING AREA 1 OF THE WEST HAVEN SPECIFIC PLAN (APN: 0218-151-48).

WHEREAS, West HAVEN 27, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA21-009, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 27.77 acres of land, located at the southwest corner of Riverside Drive and Haven Avenue, within Planning Area 1 of the West Haven Specific Plan; and

WHEREAS, the Applicant submitted Tentative Tract Map No. 20696 (File No. PMTT24-003), subdividing 27.77 acres of land into 7 numbered lots and 8 lettered lots, for condominium purposes; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007. This Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

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

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, 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 February 24, 2026 the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, on March 17, 2026, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1. *A*s the recommending body for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with an Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the City Council; and

(5) The proposed Project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2. Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4. The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety,

airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the CITY COUNCIL, therefore, finds and determines that the Project, is will be consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 5. Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) The Development Agreement applies to approximately 27.77 acres of land located at the southwest corner of Riverside Drive and Haven Avenue, within Planning Area 1 of the West Haven Specific Plan; and

(2) The Development Agreement establishes parameters for the development of land within the West Haven Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the West Haven Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Tract Map 20696 (File No. PMTT24-003) as long as the Applicant complies with the terms and conditions of the West Haven Specific Plan and EIR. Tentative Tract Map 20696 is located at the southwest corner of Riverside Drive and Haven Avenue and proposes to subdivide 27.77 acres of land into 7 numbered lots and 8 lettered lots, for condominium purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties for which an Addendum to West Haven Environmental Impact Report (State Clearinghouse No. 200471095), certified by the Ontario City Council on January 16, 2007; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Development Agreement (File No. PDA24-004), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7. The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

SECTION 8. The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 9. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 10. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 11. This Ordinance shall become effective 30 days following its adoption.

SECTION 12. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 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 _____, 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 _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA21-009

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

West Haven 27, LLC

a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA21-009

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

West Haven 27, LLC

A Delaware limited liability company

_____, 2026

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA21-009

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2026 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY") and West Haven 27, LLC (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the West Haven Specific Plan (State Clearinghouse No. 2004071095 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the West Haven Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary

improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."

WHEREAS, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review;

(d) conditional use permits (including model home use permits), public use permits and plot plans;

(e) zoning;

(f) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government

Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superceded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.12 "General Plan" means the General Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tract Map conditions for Tract No. 20696 as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 "Net MDD" means net maximum daily water demand.

1.1.17 "NMC Builders" means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.18 "Model Units" includes model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

1.1.19 "OWNER" means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.20 "Production Unit(s)" means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.21 "Project" means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.22 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.23 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.24 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "West Haven Specific Plan."

1.1.25 "Storm Water Treatment Capacity Availability" means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.26 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.28 "Water Availability Equivalent (WAE)" means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as "Water Availability Equivalents by Land Use" for each land use category.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Infrastructure Improvements

Exhibit "F" — Depiction of Required Infrastructure Improvements Exhibit

Exhibit "G" - Form of Plume Disclosure Letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this

Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit G) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to

review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency With Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
West Haven 27, LLC
Attn: Bryan Goodman
1156 N. Mountain Ave.
Upland, CA 91786

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
West Haven 27, LLC
Attn: Brad Francke
1156 N. Mountain Ave.
Upland, CA 91786

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided

however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibits "E" and "F" are a description and depiction, respectively, of the improvements needed for development of the Property. In the event of any discrepancy between Exhibit E and Exhibit F, Exhibit F shall control.

3.4.2 Construction of Model Units, private common recreation facilities, and sales facilities is subject to plan submittal by OWNER and approval by CITY. Said plan shall illustrate that adequate public infrastructure is available to serve these uses, and shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development

Approvals shall be deemed “minor” and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;

(f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for

this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

(INSERT Specific Infrastructure Development Requirements)

3.7.1 OWNER agrees that development of the Project shall require the construction of storm drain improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the storm drain improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the street improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the construction of water and recycled water improvements as described in Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water improvements as described in Exhibit E and depicted in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that development of the Property shall require the construction of sewer improvements, as described in the attached Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the sewer improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.5 OWNER agrees that development of the Property shall require the extension of fiber optic communications improvements as described in the attached Exhibit E and depicted in Exhibit F. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the fiber optic communication improvements, as described in Exhibit E and depicted in Exhibit F.

3.7.6 OWNER agrees that existing if SCE poles along Haven Avenue have not yet been removed or underground at the time of construction, Owner may install a striped median in place of the raised median.

3.7.7 OWNER agrees to provide evidence from SCE that the design of the undergrounding of the SCE power poles along Riverside Dr. has begun prior to the first building permit. OWNER agrees that the designs of the undergrounding with SCE and Riverside Dr. frontage improvements shall be completed prior to

the 50th percentile occupancy and improvements completed prior to the 80th percentile of building permits.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior

to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy. Any existing Development Impact Fee (DIF) credits held by the Owner or any affiliated entity shall be applied toward the payment of DIFs as required under Subsection 4.2.1.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (Ontario Plan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution (collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below. **(Other provisions will be added that are Project-specific, if applicable).**

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within Ontario Ranch will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for Production Units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Tract No. 20696.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low- and moderate-income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.4.2.1 through 4.4.2.5. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent (40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A)(iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing

housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Three Dollars Thirty-Seven Cents ($3.37) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Ninety-Six ($2.96) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. Three Dollars Thirty-Seven Cents ($3.37 Two Dollars Ninety-Six ($2.96) per square foot amounts shall automatically be increased annually, commencing on July 1, 2026, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA), (December 2017=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the

OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the CITY and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the CITY and rental adjustments required by the CITY shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of two (2) occupants per bedroom plus one (1) additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the CITY. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the CITY shall be required to assure payment of an annual in lieu fee to the CITY on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The CITY may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the CITY. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations.
OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school

obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.4.1.

4.6 Net MDD/Water Availability Equivalents.

4.6.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approval a final tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.6.2 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.6.3 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy any other conditions applicable to an OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.6.4 Effectiveness of Agreement. Notwithstanding anything set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree that (i) the CITY approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, are conditioned upon OWNER's admission to NMC Builders as a "Member" (if not already a Member) thereof pursuant to the terms and conditions of the operating agreement of NMC Builders within thirty (30) days following the

Effective Date of this Agreement. OWNER'S failure to maintain membership in NMC Builders LLC is and shall be a Default under this Agreement

4.7 Storm Water Capacity Availability.

4.7.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.6 of this Agreement.

4.7.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.7.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment, water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.8 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.9 Edison Easement Improvements. OWNER shall develop as park or open space purposes that area within the Project areas owned in fee by Southern California Edison or in which Southern California Edison has an easement or license, as more particularly set forth in the Specific Plan. Said park or open space development shall be consistent with the New Model Colony Park Master Plan standards for park and open space development. Notwithstanding OWNER's development of park or open space areas as required by this Section 4.9. OWNER shall not be entitled to any credit, offset or reimbursement from the CITY for such park or open space development.

4.10 Compliance with Public Benefits Requirements.

4.11.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.10, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,371.52 per Single Family Detached Dwelling Unit, $1,188.58 per Multiple-Family Dwelling Unit, $996.75 per Gated Apartment Community Dwelling Unit, and $.25 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless otherwise modified by the CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the

anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the

City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners.

Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or

determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL

CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT PDA21-009

"OWNER"

WEST HAVEN 27, LLC,
a Delaware limited liability company

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation –
Its Sole Manager

By:_____
Name:_____
Its: Authorized Agent

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:
BEST BEST KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me_____,
Date *Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOGETHER WITH A PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11;

THENCE NORTH 0° 13' 00" WEST 1296.78 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11 TO THE SOUTHERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE (30. 00 FEET IN HALF-WIDTH);

THENCE SOUTH 89° 58' 31" EAST 543.59 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE SOUTH 0° 01' 29" WEST 626.81 FEET;

THENCE NORTH 89° 50' 06" EAST 755.80 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAVEN AVENUE (25. 00 FEET IN HALF-WIDTH);

THENCE SOUTH 0° 10' 14" EAST 672.53 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11;

THENCE NORTH 89° 58' 20" WEST 1296.22 FEET ALONG THE SOUTHERLY LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST 1/4 OF SECTION 11 TO THE POINT OF BEGINNING.

SAID LAND IS DESCRIBED PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING LOT LINE ADJUSTMENT NO. LLA 04-011, RECORDED DECEMBER 2, 2004 AS INSTRUMENT NO. 2004-887803 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 0218-151-48

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

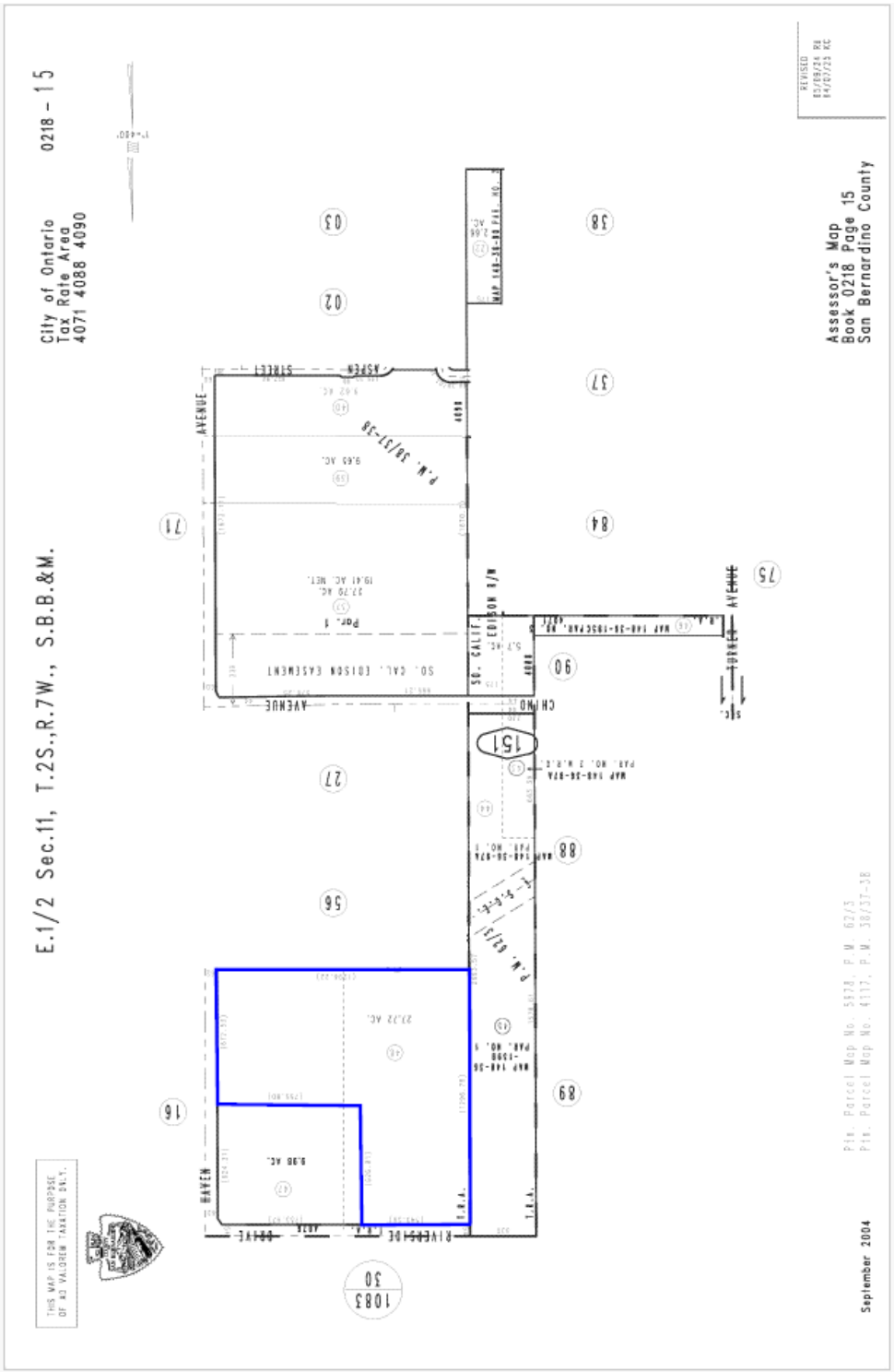


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On December 18, 2006, the Planning Commission**:**

a) Issued Resolution No. PC06-166, recommending City Council adopt and certify the West Haven Specific Plan Environmental Impact Report; and

b) Issued Resolution No. PC06-167, recommending City Council approval of the West Haven Specific Plan (File No. PSP03-006).

On January 16, 2007, the City Council**:**

a) Adopted and certified the West Haven Specific Plan Environmental Impact Report and issued Resolution No. 2007-010; and

b) Adopted Ordinance No. 2870 approving the West Haven Specific Plan.

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. West Haven Specific Plan, Ordinance No. 2870

2. West Have Environmental Impact Report, Resolution No. 2007-010

3. City of Ontario Municipal Code

    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks and Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

OWNER shall design, construct and complete all improvements including but not limited to Sewer (SW), Potable Water (PW), Recycled Water (RW), Storm Drain (SD), Fiber Optic (FO), and Street Improvements (ST) prior to OWNER's request for building permits for Production Units.

Sewer (SW)

a) SW improvements on Honeysuckle Avenue from Riverside Drive to TM-18026.

b) SW improvements on "D" Street from west of Haven Avenue to Honeysuckle Avenue.

Potable Water (PW)

a) PW improvements on Honeysuckle Avenue from Riverside Drive to TM-18026.

b) PW improvements on "D" Street from Honeysuckle Avenue to Haven Avenue.

RECYCLED WATER (RW)

a) RW improvements on Honeysuckle Avenue from Riverside Drive to "E" Street.

b) RW improvements on "D" Street from Honeysuckle Avenue to Haven Avenue.

STORM DRAIN (SD)

a) SD improvements on Honeysuckle Avenue from Riverside Drive to southerly project limits.
b) SD improvements on "D" Street from west of Haven Avenue to Honeysuckle Avenue.
c) SD improvements within Alley P.

STREETS (ST)

a) ST improvements on "D" Street from west of Haven Avenue to Honeysuckle Avenue.
b) ST improvements on Honeysuckle Avenue from Riverside Drive to southerly project limits.
c) Raised median ST improvements on Haven Avenue along easterly project limits and construct westerly last lane

d) Southerly last lane ST improvements on Riverside Drive along northernly project limits.

e) Traffic Signal Modification at the intersection of Haven Avenue and Riverside Drive.

f) Full signalized improvements at the intersection of Honeysuckle Avenue and Riverside Drive.

TRAIL IMPROVEMENTS

a) Trail Improvements along westerly project limits within the SCE easement.

EXHBIT “F”
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements

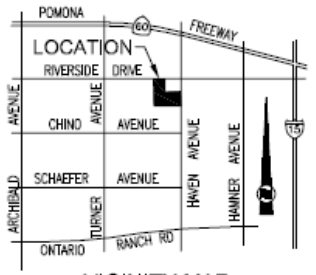
(SEE ATTACHED EXHIBITS)

INFRASTRUCTURE EXHIBIT

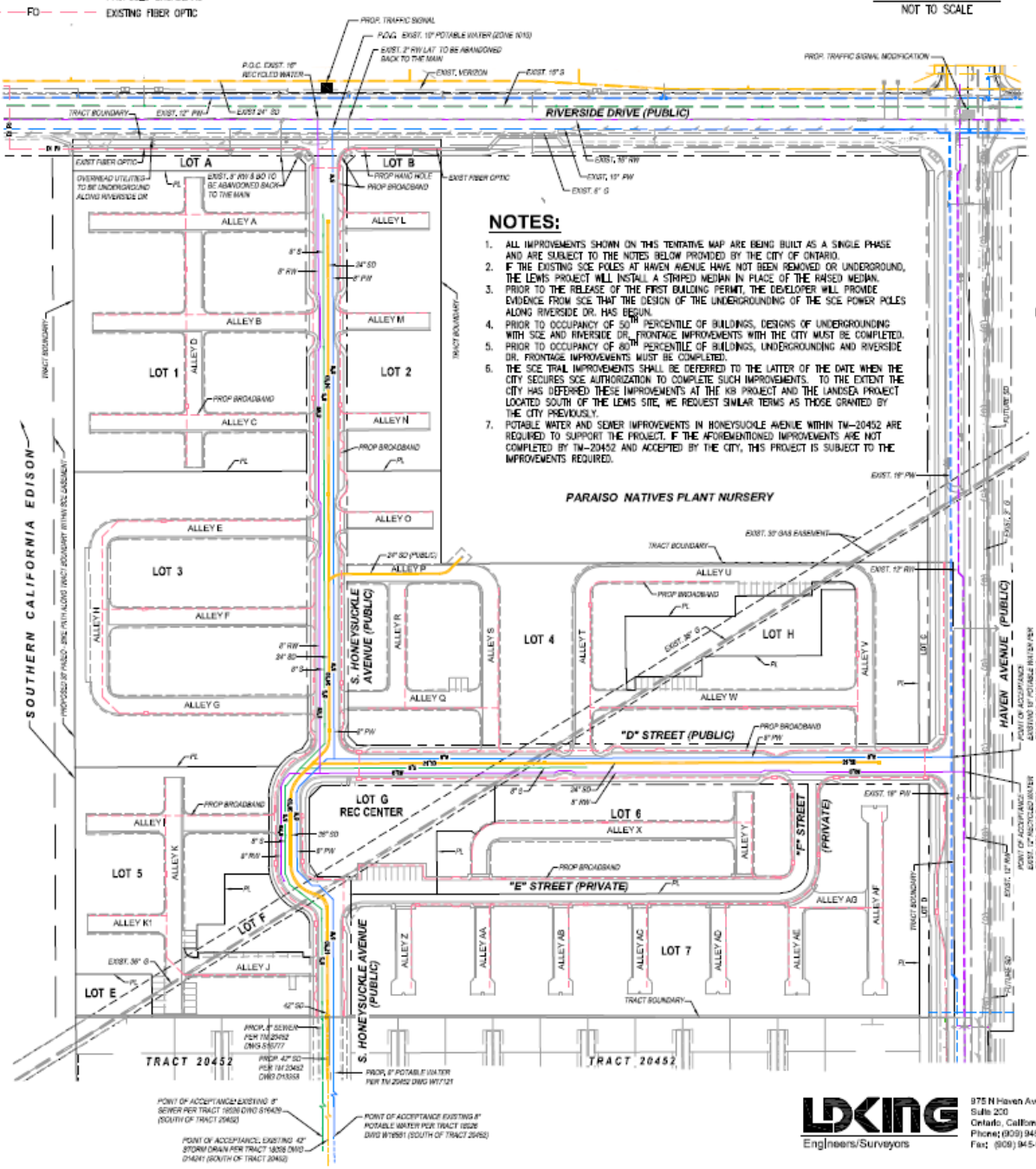
TENTATIVE TRACT MAP 20696

LEGEND

- PROPOSED TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL MODIFICATION
- W — PROPOSED PUBLIC POTABLE WATER (ZONE–1010)
- S — PROPOSED PUBLIC SEWER
- RW — PROPOSED PUBLIC RECYCLED WATER (ZONE–1050)
- SD — PROPOSED PUBLIC STORM DRAIN
- W — EXISTING PUBLIC POTABLE WATER (ZONE–1010)
- S — EXISTING PUBLIC SEWER
- RW — EXISTING PUBLIC RECYCLED WATER (ZONE–1050)
- SD — EXISTING PUBLIC STORM DRAIN
- G — EXISTING GAS LINE
- HH–3/*22
- HH–4/*22
- PROPOSED BROADBAND
- FO — EXISTING FIBER OPTIC



VICINITY MAP
NOT TO SCALE



NOTES:

1. ALL IMPROVEMENTS SHOWN ON THIS TENTATIVE MAP ARE BEING BUILT AS A SINGLE PHASE AND ARE SUBJECT TO THE NOTES BELOW PROVIDED BY THE CITY OF ONTARIO.
2. IF THE EXISTING SCE POLES AT HAVEN AVENUE HAVE NOT BEEN REMOVED OR UNDERGROUND, THE LEWIS PROJECT WILL INSTALL A STRIPED MEDIAN IN PLACE OF THE RAISED MEDIAN.
3. PRIOR TO THE RELEASE OF THE FIRST BUILDING PERMIT, THE DEVELOPER WILL PROVIDE EVIDENCE FROM SCE THAT THE DESIGN OF THE UNDERGROUNDING OF THE SCE POWER POLES ALONG RIVERSIDE DR. HAS BEGUN.
4. PRIOR TO OCCUPANCY OF 50TH PERCENTILE OF BUILDINGS, DESIGNS OF UNDERGROUNDING WITH SCE AND RIVERSIDE DR. FRONTAGE IMPROVEMENTS WITH THE CITY MUST BE COMPLETED.
5. PRIOR TO OCCUPANCY OF 80TH PERCENTILE OF BUILDINGS, UNDERGROUNDING AND RIVERSIDE DR. FRONTAGE IMPROVEMENTS MUST BE COMPLETED.
6. THE SCE TRAIL IMPROVEMENTS SHALL BE DEFERRED TO THE LATTER OF THE DATE WHEN THE CITY SECURES SCE AUTHORIZATION TO COMPLETE SUCH IMPROVEMENTS. TO THE EXTENT THE CITY HAS DEFERRED THESE IMPROVEMENTS AT THE KB PROJECT AND THE LANDSEA PROJECT LOCATED SOUTH OF THE LEWIS SITE, WE REQUEST SIMILAR TERMS AS THOSE GRANTED BY THE CITY PREVIOUSLY.
7. POTABLE WATER AND SEWER IMPROVEMENTS IN HONEYSUCKLE AVENUE WITHIN TM–20452 ARE REQUIRED TO SUPPORT THE PROJECT. IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT COMPLETED BY TM–20452 AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE IMPROVEMENTS REQUIRED.

LDKING
Engineers/Surveyors
975 N Haven Avenue
Suite 200
Ontario, California 91764
Phone: (909) 945-0526
Fax: (909) 945-0529

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

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

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Financial Services Prepared By: Pablo De Lara Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Claudia Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA25-005) BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS, LLC, AND RICHLAND ONTARIO DEVELOPERS, LLC**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance Approving a Development Agreement (File No. PDA25-005) between the City of Ontario, Legacy Land Partners, LLC, and Richland Ontario Developers, LLC.

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

FISCAL IMPACT: There is no direct fiscal impact associated with this action. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support this Ontario Ranch project. In addition, the City will receive development impact, compliance processing, licensing, and permitting fees.

BACKGROUND & ANALYSIS: The Ontario Ranch financial commitments required for construction of properties within a Specific Plan are substantial. Therefore, to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, Legacy Land Partners, LLC, and Richland Ontario Developers, LLC (collectively the "Applicant" or "Owner"), has requested that the City enter into negotiations to create a Development Agreement (Agreement).

The Agreement proposes to include 35.4 acres of land within Planning Area 5B of the Rich Haven Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested

right to develop Tentative Parcel Map 20792 (the Map), located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue, provided that the Owner complies with the terms and conditions of the Specific Plan and related Environmental Impact Report (EIR).

The Map (see attached Exhibit B) proposes to subdivide 35.4 acres of land into nine numbered lots and five lettered lots to facilitate the construction of four commercial buildings totaling 123,247 square feet and for future residential purposes.

The term of the Agreement is for ten years, with a five-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber), and the creation of a Community Facilities District (CFD) for the services and maintenance of public facilities.

In considering the Agreement at their meeting on February 24, 2026, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission unanimously approved and adopted Resolution No. PC26-007, recommending City Council approval of the Agreement.

ENVIRONMENTAL REVIEW: The environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023. This Application introduces no new significant environmental impacts.

Exhibit A: RICH HAVEN SPECIFIC PLAN LAND USE MAP

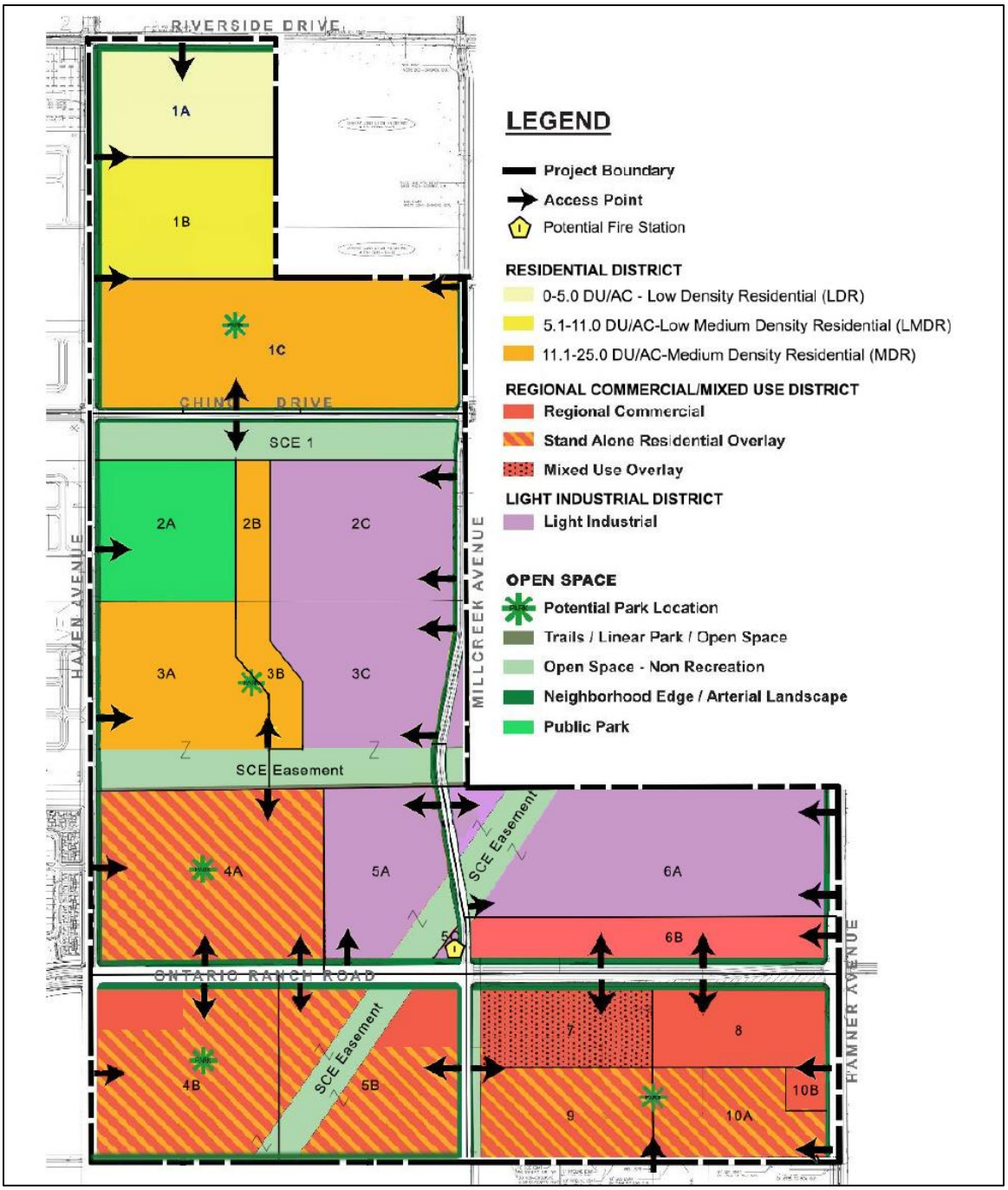
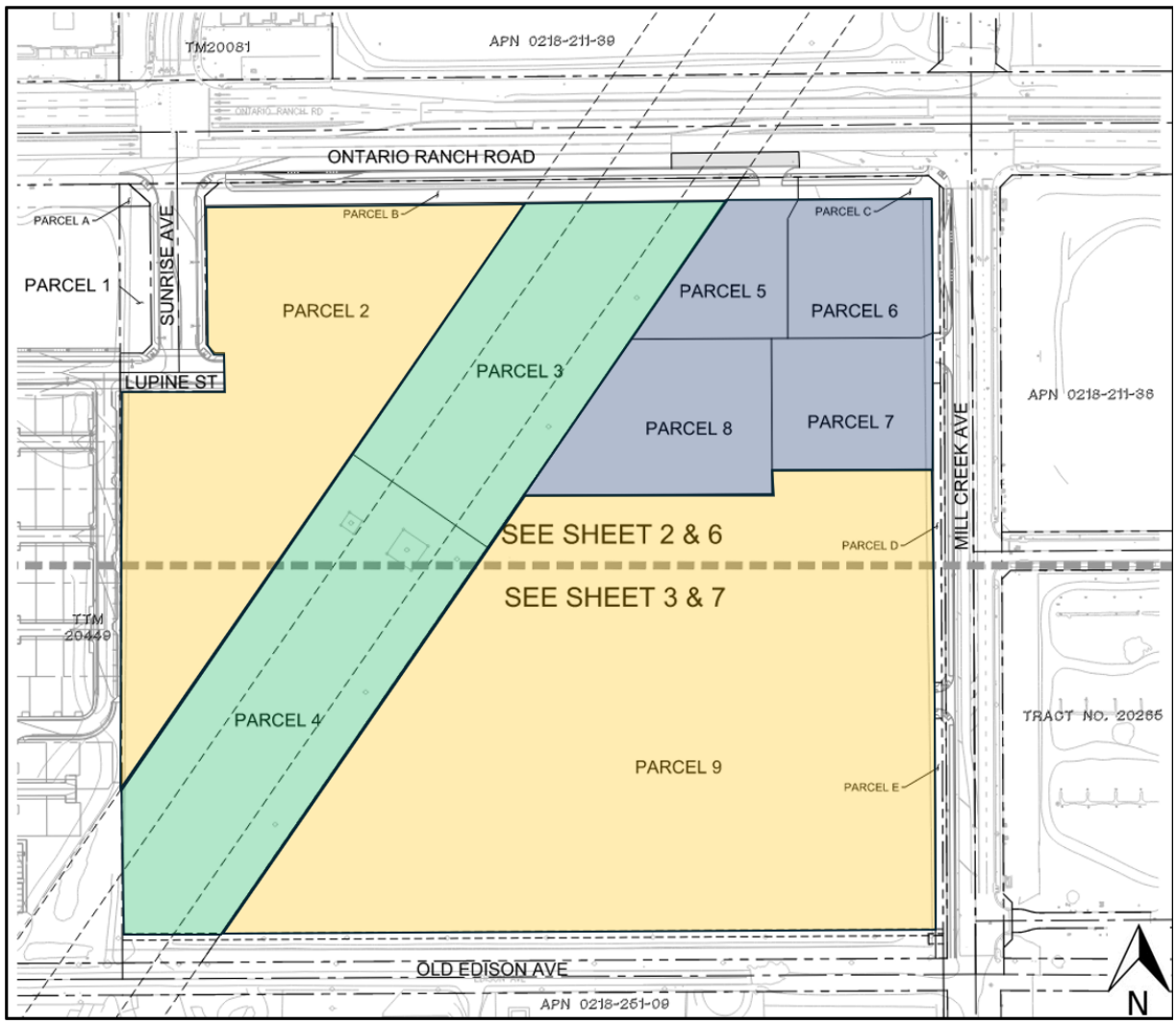


Exhibit B: TENTATIVE PARCEL MAP NO. 20792



CITY OF ONTARIO PLANNING DEPARTMENT

PLANNING COMMISSION STAFF REPORT

February 24, 2026

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NO: PDA25-005

SUBJECT: A public hearing to consider a Development Agreement between the City of Ontario, Legacy Land Partners LLC, and Richland Ontario Developers LLC to establish the terms and conditions associated with Tentative Parcel Map No. 20792 (File No. PMTT24-001), located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Area 5B of the Rich Haven Specific Plan. (APN: 0218-211-43) **submitted by Richland Ontario Developers, LLC. City Council action is required.**

PROPERTY OWNER: Legacy Land Partners, LLC and Richland Ontario Developers, LLC

RECOMMENDED ACTION: That the Planning Commission consider and recommend City Council adopt an Ordinance approving the Development Agreement (File No. PDA25-005) between the City of Ontario, Legacy Land Partners, LLC, and Richland Ontario Developers, LLC pursuant to the facts and reasons contained in the staff report and attached Resolution.

BACKGROUND: On December 4, 2007, the City Council certified the Rich Haven Specific Plan Environmental Impact Report in conjunction with File No. PGPA07-001. The related Rich Haven Specific Plan, File No. PSP05-004, was approved by the City Council on December 18, 2007. The Specific Plan established the land use designations, development standards, and design guidelines for approximately 512 acres of land, which included the potential development of 4,256 residential units and 889,200 square feet of commercial/office land uses.

On February 20, 2018, the City Council approved an Amendment to the Rich-Haven Specific Plan (File No. PSPA16-005) for the annexation of 72.3 acres of land located at the southeast corner of Haven Avenue and Ontario Ranch Road, into the Mixed-Use district of the Rich- Haven Specific Plan. The amendment included updates to the development standards, exhibits, and text changes to reflect the proposed annexation.

On May 18, 2021, the City Council approved a General Plan Amendment (File No. PGPA19-005), an Amendment to the Rich-Haven Specific Plan (File No. PSPA19-006), and an Addendum to The Ontario Plan (File No. PGPA06-001) Environmental Impact Report State Clearinghouse No. 2008101140). The General Plan and Specific Plan amendments included several land use changes, including the rearrangement of residential land uses and densities, the reduction of commercial land use acreage, and the addition of

Project Manager:	Pablo De Lara
Planning Director Approval:	
Submittal Date:	3/1/24

Hearing Body	*Date*	*Decision*	*Action*
DAB			
PC	2/24/26	Approval	Recommend
CC	3/17/26		Final

approximately 49 acres of industrial land within Planning Area 7A (Light Industrial). The amendment included updates to the development standards, exhibits, and text changes to reflect the proposed land use changes and overall compliance with the General Plan Amendment.

On June 20, 2023, the City Council certified the Rich Haven Specific Plan Amendment and Environmental Impact Report (State Clearinghouse No. 2022100425) in conjunction with File No. PSPA22-001. The amendment included land use changes to bring the Rich Haven Specific Plan into compliance with The Ontario Plan Policy Plan (General Plan) that also included updates to the residential, commercial, and industrial development standards, exhibits, and text changes.

On March 1, 2024, the Applicant submitted an application for Tentative Parcel Map No. 20792 (File No. PMTT24-001) to subdivide 35.4 acres of land into 9 numbered lots and 5 lettered lots in conjunction with a Development Plan (File No. PDEV24-005) to facilitate the construction of four commercial buildings totaling 123,247 square feet located at the Project site.

The Ontario Ranch financial commitments required for construction of properties within a specific plan are substantial. Therefore, to adequately forecast these costs and gain assurance that the Project may proceed under the existing policies, rules, and regulations, Warm Springs Investments Ltd, LHC Ontario Holdings, LLC, and Richland Ontario Developers, LLC ("Owner"), have requested that the City enter into negotiations to create a Development Agreement ("Agreement").

In accordance with California Government Code Section 65865, which in part states that any city… may enter into a Development Agreement with any person having a legal or equitable interest in real property for the development of such property…" and California Government Code Section 65865.52, which in part states that "a Development Agreement shall specify the duration of the Agreement, the permitted uses of the property… and may include conditions, terms, restrictions…," the City of Ontario adopted Resolution No. 2002-100 setting forth the procedures and requirements for consideration of Development Agreements. Pursuant to these procedures and requirements, staff entered into negotiations with the Applicant to create a Development Agreement for consideration by the Planning Commission and City Council.

The proposed Agreement is based on the model Development Agreement that was developed in coordination with the City Attorney and legal counsel for NMC Builders. This model Development Agreement is consistent with the provisions of the Construction Agreement. The terms of the agreement between NMC Builders' members requires that members of the LLC enter into Development Agreements that are consistent with the provisions of the Construction Agreement and are consistent with the commitments to assure that adequate public infrastructure improvements are constructed by the Owner.

PROJECT SETTING: The Project site is located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Area 5B of the Rich Haven Specific Plan and is depicted in Figure 1: Project Location.

PROJECT ANALYSIS: The Agreement proposes to include 35.4 acres of land within Planning Area 5B of the Rich Haven Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Applicant a vested right to develop Tentative Parcel Map 20792 (the "Map"), provided that the Owner complies with the terms and conditions of the Specific Plan and related EIR.

The Map (see attached Exhibit B) located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue and proposes to subdivide 35.4 acres of land into 9 numbered lots and 5 lettered lots to facilitate the construction of four commercial buildings totaling 123,247 square feet and for future residential purposes.

The term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees ("DIF") for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber; and the creation of a Community Facilities District ("CFD") for the maintenance of public facilities.

Staff finds that the Agreement is consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, staff is recommending approval of the application to the Planning Commission. If the Planning Commission finds the Agreement is acceptable, a recommendation of approval to the City Council would be appropriate.

PUBLIC NOTIFICATION: The subject Agreement 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 300 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 Resolution, 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 Agreement.

AGENCY/DEPARTMENT REVIEWS: Each City agency/department has been provided the opportunity to review and comment on the subject Agreement and recommend requirements to be imposed upon the Project. At the time of the Resolution preparation, infrastructure requirements were provided and are included within the subject Agreement to the attached Resolution 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 recommending 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, is consistent with the policies and criteria set forth within the ONT ALUCP.

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the Planning Commission, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino 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
- Focus Resources in Ontario's Commercial and Residential Neighborhoods

- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in the New Model Colony

(2) Vision.

Distinctive Development:

- Commercial and Residential Development

➢ Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Governance.

Decision Making:

- Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices.

➢ G 1-2. Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(4) Policy Plan (General Plan)

Land Use Element:

- Goal LU-1 Balance: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

➢ LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

➢ LU-1.6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

- Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

➢ LU-2.6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.

Housing Element:

- Goal H-2 Housing Supply & Diversity: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

  - H-2.4 Ontario Ranch. We support a premier lifestyle community in the Ontario Ranch, distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.

  - H-2.5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

Community Economics Element:

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

  - CE-1.6 Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.

- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

  - CE-2.1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

  - CE-2.2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.

  - CE-2.4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

  - CE-2.5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Community Design Element:

- 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-2.7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials, and construction techniques.

  - CD-2.13 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-5 Protection of Investment: A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects the property values and encourages additional public and private investments.

  - CD-5.1 Maintenance of Buildings and Property. We require all public and privately-owned buildings and property (including trails and easements) to be properly and consistently maintained.

  - CD-5.2 Maintenance of Infrastructure. We require continual maintenance of infrastructure.

HOUSING ELEMENT COMPLIANCE: 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 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 previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023. This Application introduces no new significant environmental impacts.

Figure 1: PROJECT LOCATION

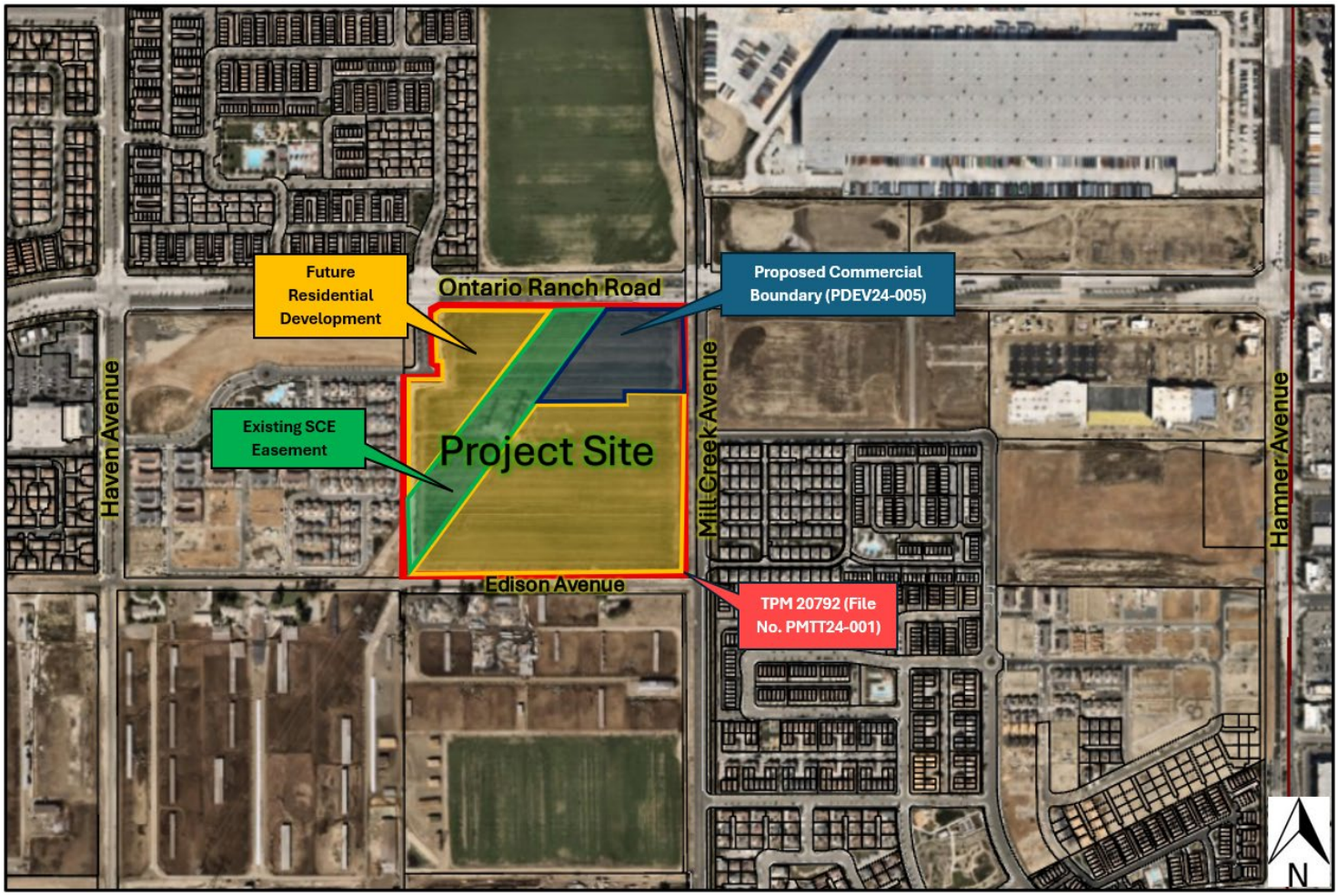


Exhibit A: RICH HAVEN SPECIFIC PLAN LAND USE MAP

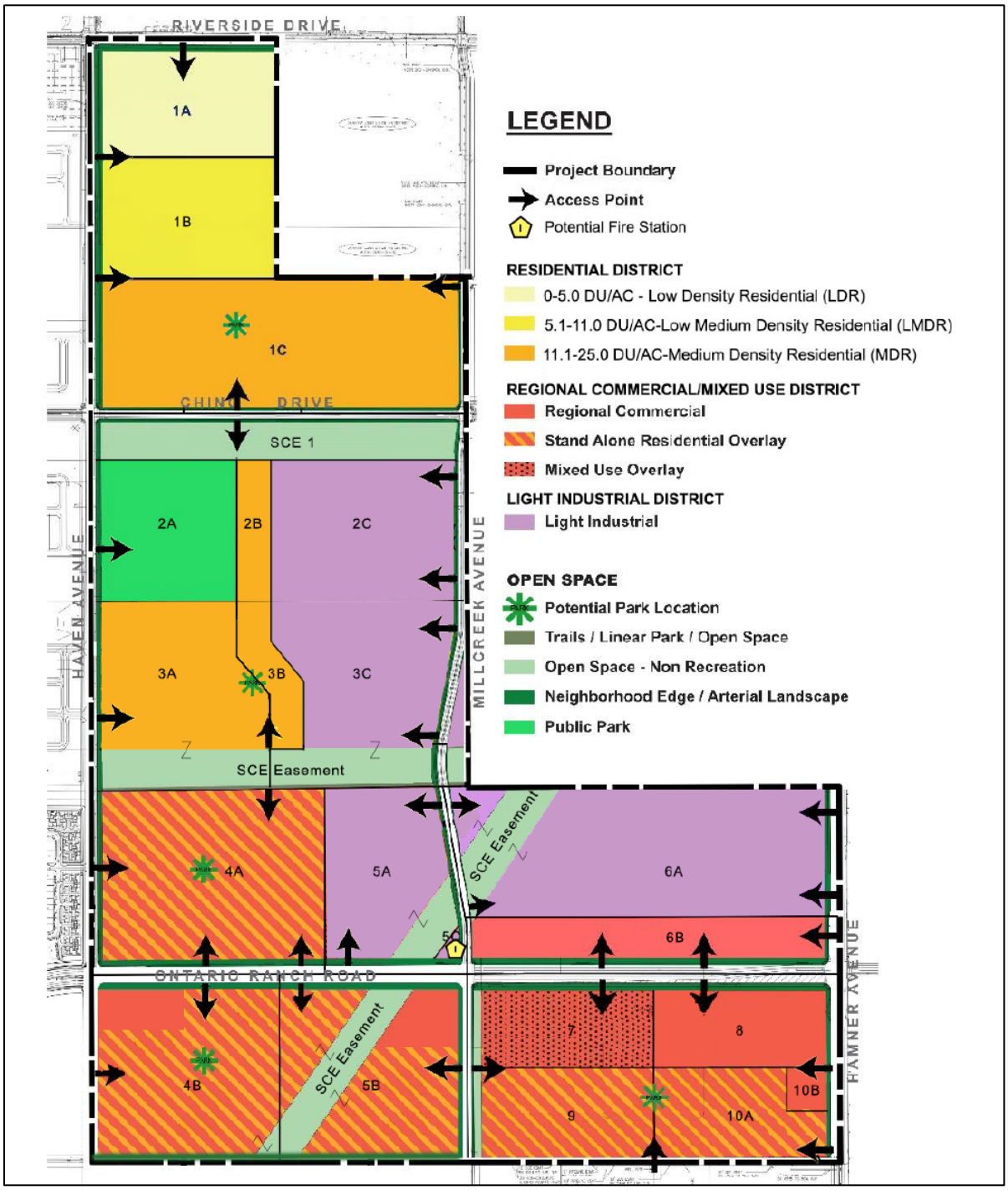
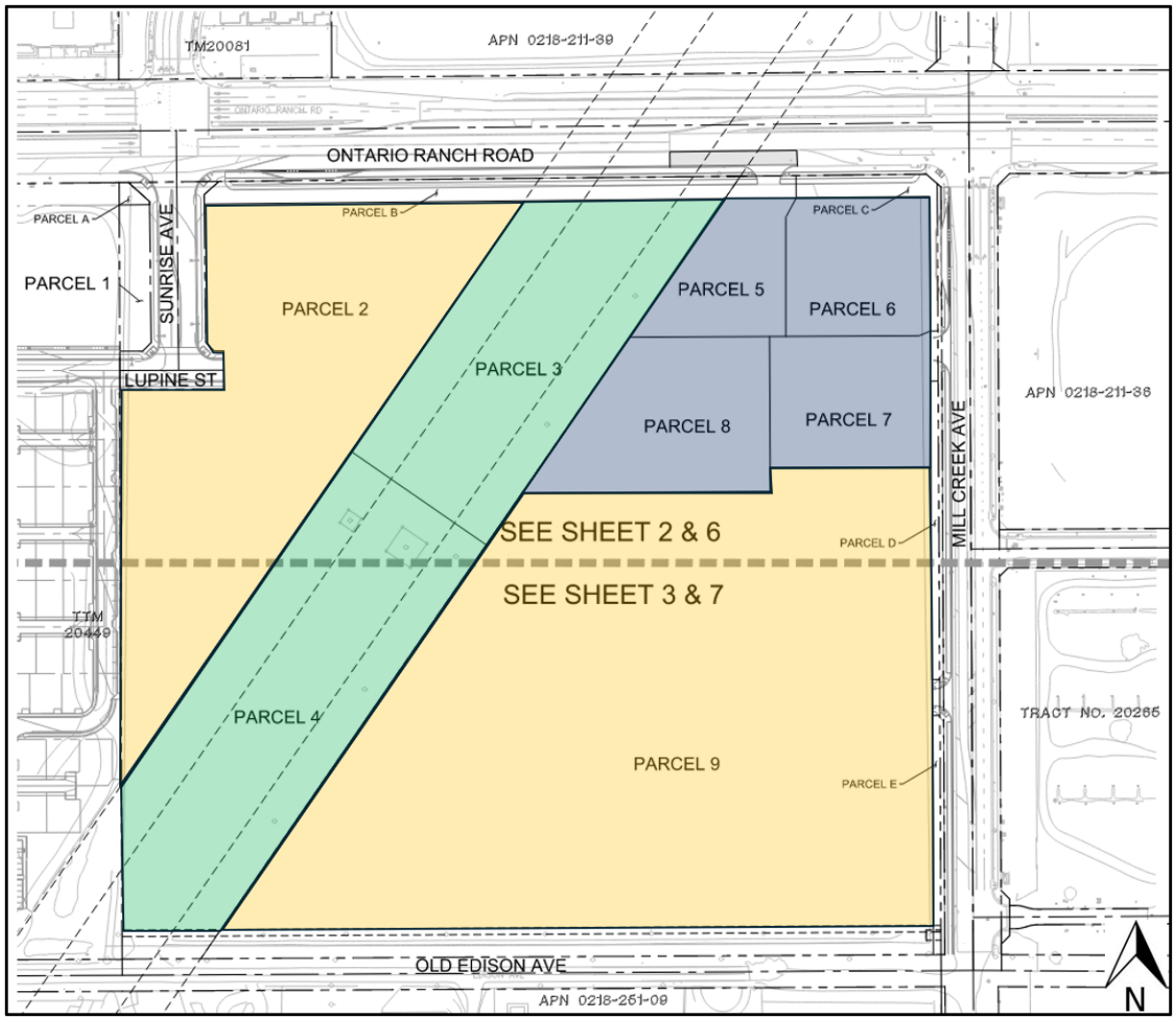


Exhibit B: TENTATIVE PARCEL MAP NO. 20792



RESOLUTION NO. PC26-007

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA25-005, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS LLC, AND RICHLAND ONTARIO DEVELOPERS LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP NO. 20792 (FILE NO. PMTT24-001), LOCATED ON THE SOUTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREA 5B OF THE RICH HAVEN SPECIFIC PLAN. (APN: 0218-211-43)

WHEREAS, Richland Ontario Developers, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA25-005, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 35.4 acres of land, located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Area 5B of the Rich Haven Specific Plan; and

WHEREAS, the Applicant submitted Tentative Parcel Map No. 20792 (File No. PMTT24-001), subdividing 35.4 acres of land to facilitate the construction of four commercial buildings totaling 123,247 square feet and for future residential purposes; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023. This Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

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

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element

law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

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

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

WHEREAS, on February 24, 2026 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 recommending body for the Project, the Planning Commission has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the Planning Commission finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the Planning Commission; and

(5) The proposed Project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2: ***Subsequent or Supplemental Environmental Review Not Required.*** Based on the information presented to the 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 recommending body for the Project, the Planning Commission finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for the Project, the 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 is consistent with the policies and criteria set forth within the ONT ALUCP; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the

recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the Planning Commission, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino 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 Section 1 through 4, above, the Planning Commission hereby concludes as follows:

(1) The Development Agreement applies to approximately 35.4 acres of land located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Area 5B of the Rich Haven Specific Plan; and

(2) The Development Agreement establishes parameters for the development of land within the Rich Haven Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Rich Haven Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Pacel Map 20792 (File No. PMTT24-001) as long as the Applicant complies with the terms and conditions of the Rich Haven Specific Plan and EIR. Tentative Parcel Map 20792 southwest corner of Ontario Ranch Road and Mill Creek Avenue and proposes to subdivide 35.4 acres of land into 9 numbered lots and 5 lettered lots to facilitate the construction of four commercial buildings totaling 123,247 square feet and for future residential purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties for which an Addendum to Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA25-005) 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 24th of February, 2026, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairperson

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. PC26-007, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on February 24, 2026, by the following roll call vote, to wit:

AYES: Anderson, DeDiemar, Gage, Hagman, Lampkin, Marks, Ricci

NOES: None

ABSENT: None

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

FILE NO. PDA25-005

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Legacy Land Partners, LLC,
a Florida limited liability company

and

Richland Ontario Developers, LLC
a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA25-005

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Legacy Land Partners, LLC,
A Florida limited liability company

and

Richland Ontario Developers, LLC
a Delaware limited liability company

_____, 2026

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA25-005

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2026 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Legacy Land Partners, LLC and Richland Ontario Developers, LLC (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Rich Haven Specific Plan (State Clearinghouse No.2022100425 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Rich Haven Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary

improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."

WHEREAS, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including,

but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review;

(d) conditional use permits (including model home use permits), public use permits and plot plans;

(e) zoning;

(f) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services

under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superceded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.12 "General Plan" means the General Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tract Map conditions for Parcel Map No. 20792 as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 “Model Units” includes model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

1.1.17 “Net MDD” means net maximum daily water demand.

1.1.18 “NMC Builders” means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.19 “OWNER” means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.20 “Phase 2 Water EDUs” means the number of equivalent dwelling units or non-residential square footage assigned to OWERN upon payment to CITY of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit “G”. 1.1.21 “Phase 2 Water Improvements” means the future water infrastructure Improvements required for the issuance by CITY of the “Water Availability Equivalents” (WAE) for the Project.

1.1.21 “Phase 2 Water Participation Fee” means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property’s respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.22 “Production Unit(s)” means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.23 “Project” means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.24 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.25 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.26 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Rich Haven Specific Plan.”

1.1.27 "Storm Water Treatment Capacity Availability” means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.28 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.29 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.30 “Water Availability Equivalent (WAE)” means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as “Water Availability Equivalents by Land Use” for each land use category.

1.1.31 “Amendment to the Construction Agreement” means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY’s future construction of the “Phase 2 Water Improvements” described in a modification to Exhibit C-3 of the Construction Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property.

Exhibit “B” — Map showing Property and its location.

Exhibit “C” — Existing Development Approvals.

Exhibit “D” — Existing Land Use Regulations.

Exhibit “E” — Description of Required Infrastructure Improvements

Exhibit “F” — Depiction of Required Infrastructure Improvements

Exhibit “G” - Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” - Water Demand Equivalents by Land Use

Exhibit “J” - Form of Plume Disclosure Letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment

shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit G) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.(b)

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency With Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
Richland
Attn: Craig Cristina, Vice President
3161 Michelson Drive, Suite 425
Irvine, CA 92612

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Richland
Attn: Legal Department
3161 Michelson Drive, Suite 425
Irvine, CA 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed

infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibit "F" is a description of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit").

3.4.2 Construction of Model Units, private common recreation facilities, and sales facilities is subject to plan submittal by OWNER and approval by CITY. Said plan shall illustrate that adequate public infrastructure is available to serve these uses and shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules,

regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;

(f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations

preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.7.1 OWNER agrees that development of the Project shall require the construction of Storm Drain facilities from the Property to the connection with the County Line Channel as attached in Exhibit E and Exhibit F. OWNER shall be responsible for the construction of the necessary extension of master planned Storm Drain facilities.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements as attached in Exhibit E and Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the extension of permanent water and recycled water utility infrastructure as attached in Exhibit E and Exhibit F consisting generally of the construction of the extension of permanent water and recycled water utility improvements to serve the Property. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water Improvements as attached in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that development of the Property shall require the extension of permanent sewer improvements, at OWNER's sole cost and expense,

as attached in Exhibit E and Exhibit F consisting generally of the construction of the extension of sewer infrastructure to serve the Property.

3.7.5 OWNER agrees that development of the Property shall require the extension of permanent master planned fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached in Exhibit E and Exhibit F consisting generally of the construction of the extension of fiber optic communications infrastructure to serve the Property.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the

owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits

conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy. Any existing Development Impact Fee (DIF) credits held by the Owner or any affiliated entity shall be applied toward the payment of DIFs as required under Subsection 4.2.1.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (Ontario Plan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution

(collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below. **(Other provisions will be added that are Project-specific, if applicable).**

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within the New Model Colony will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for production units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Parcel Map No. 20792.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.3.4 Availability and use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low and moderate income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.3.2.1 through 4.3.2.1. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent (40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded

priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A)(iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Three Dollars Thirty-Seven Cents ($3.37) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Ninety-Six ($2.96) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within

thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. The Three Dollars Thirty-Seven Cents ($3.37 Two Dollars Ninety-Six ($2.96) per square foot amounts shall automatically be increased annually, commencing on July 1, 2024, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA) (December 2017=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the City and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the City and rental adjustments required by the City shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of 2 occupants per bedroom plus 1 additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the City. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the City shall be required to assure payment of an annual in lieu fee to the City on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The City may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the City. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations. OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.4.1.

4.6 Net MDD/Water Availability Equivalents.

4.6.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.6.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approval a final tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.6.2 Requirement of NMC Builders, LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.7.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.6.3 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Parcel Map for the Project, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6.2 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.6.3 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy

any other conditions applicable to an OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Storm Water Capacity Availability.

4.7.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.6 of this Agreement.

4.7.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.7.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment, water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.8 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.9 Edison Easement Improvements. OWNER shall develop as park, trail or open space purposes that area within the Project areas owned in fee by Southern California Edison or in which Southern California Edison has an easement or license, as more particularly set forth in the Specific Plan. Said park, trail or open space development shall be consistent with the New Model Colony Park Master Plan standards for park and open space development. Notwithstanding OWNER's development of park or open space areas as required by this Section 4.10. OWNER shall not be entitled to any credit, offset or reimbursement from the CITY for such park or open space development.

4.10 Compliance with Public Benefits Requirements.

4.11.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-

related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,371.52 per Single Family Detached Dwelling Unit, $1,188.58 per Multiple-Family Dwelling Unit, $996.75 per Gated Apartment Community Dwelling Unit, and $.25 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless modified by CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate

with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees

from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement

or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security

device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant

to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its

rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the

terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured

defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT FILE NO. PDA25-005

"OWNER"

Legacy Land Partners, LLC
a Florida limited liability company

and

Richland Ontario Developers, LLC
a Delaware limited liability company

By: _____
John Troutman
Vice President
Date: _____

"CITY"

CITY OF ONTARIO
By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before
me_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

TENTATIVE PARCEL MAP 20792

REAL PROPERTY IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. CC 22-003 RECORDED JUNE 16, 2023 AS INSTRUMENT NO. 2023-0149702 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THAT PORTION OF PARCEL "C" OF LOT LINE ADJUSTMENT LLA 21-001, RECORDED MAY 20, 2021 AS DOC.# 2021-0232145, OF O.R. OF SAID COUNTY LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

10/03/2025

GERALD R. ANDERSON, LS 4400 DATE

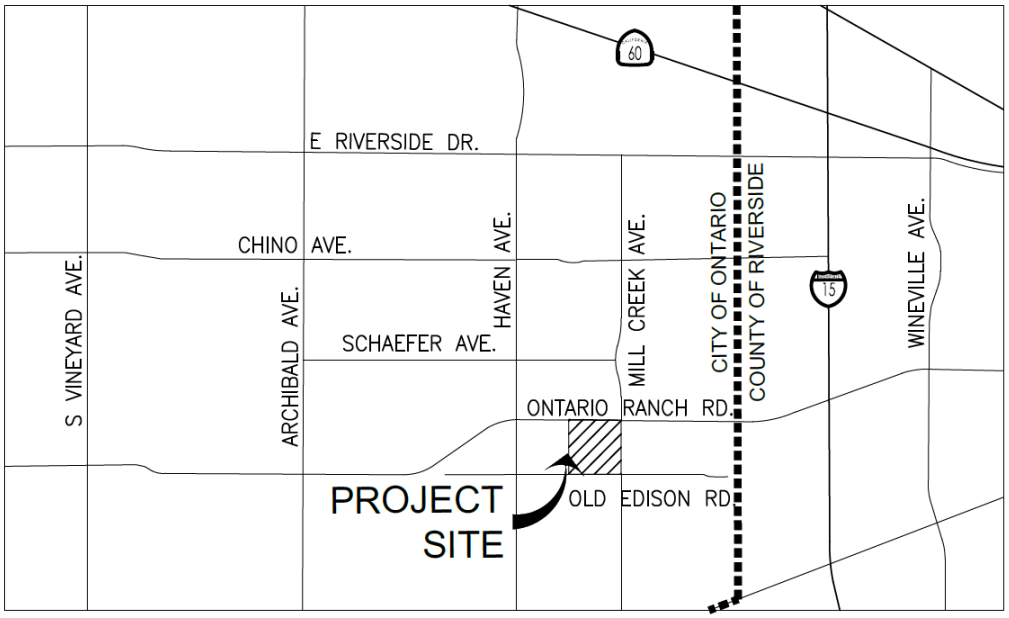
EXPIRES 09/30/27

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 I xengineeringinc.com

JN X100-020_XLD-096

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location



VICINITY MAP

N.T.S.

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On October 23, 2007 the Planning Commission:

a) Issued Resolution No. PC07-125 recommending City Council certification of the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Issued Resolution No. PC07-127 recommending to City Council approval of the Rich-Haven Specific Plan (File No. PSP05-004).

On December 4, 2007, the City Council:

a) Issued Resolution No. 2007-145 certifying the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Adopted Ordinance No. 2884 approving the Rich-Haven Specific Plan.

On February 23, 2016, the Planning Commission:

a) Issued Resolution No. PC16-003 recommending City Council adoption of an Addendum to the Rich-Haven Specific Plan EIR (SCH#2006051081) and The Ontario Plan EIR (SCH#2008101140).
b) Issued Resolution PC16-004 recommending approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-001).

On March 15, 2016, the City Council:

a) Issued Resolution No. 2016-024 for the adoption of an Addendum (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR.
b) Issued Resolution No. 2016-025 approving an Amendment (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR (SCH#2006051081) and The Ontario Plan EIR (SCH#2008101140).

On January 23, 2018, the Planning Commission:

a) Issued Resolution No. PC18-014 recommending City Council adoption of an Addendum to The Ontario Plan EIR (SCH#2008101140).
b) Issued Resolution No. PC18-015 recommending City Council adoption of the Rich-Haven Specific Plan Amendment (File No. PSPA16-005).

On February 20, 2018, the City Council:

a) Issued Resolution No. 2018-017 for the adoption of an Addendum (File No. PSPA16-005) to The Ontario Plan EIR (SCH#2008101140).
b) Issued Resolution No. 2018-018 approving an Amendment (File No. PSPA16-005) to the Rich-Haven Specific Plan.

On May 23, 2023, the Planning Commission:

a) Issued Resolution No. PC23-042 recommending City Council adoption of an Environmental Impact Report (State Clearinghouse No. 2022100425) in conjunction with File No. PSPA22-001 for the Rich Haven Specific Plan Amendment.
b) Issued Resolution No. PC23-043 recommending City Council adoption of the Rich-Haven Specific Plan Amendment (File No. PSPA22-001).

On June 20,2023, the City Council:

a) Issued Resolution No. 2023-060 approving an Environmental Impact Report (State Clearinghouse No. 2022100425) in conjunction with File No. PSPA22-001 for the Rich Haven Specific Plan Amendment.
b) Issued Resolution No. 2023-061 approving the Rich-Haven Specific Plan Amendment (File No. PSPA22-001).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. The Rich-Haven Specific Plan (File No. PSP05-004) Environmental Impact Report, Resolution No. 2007-145.

2. The Rich-Haven Specific Plan (File No. PSP05-004), Ordinance No. 2884.

3. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-001) Environmental Impact Report, Resolution No. 2016-024.

4. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-001), Resolution No. 2016-025.

5. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-005) Environmental Impact Report, Resolution No. 2018-017.

6. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-005), Resolution No. 2018-018.

7. The Rich-Haven Specific Plan Amendment (File No. PSP22-001) Environmental Impact Report (State Clearinghouse No. 2022100425), Resolution No. 2023-060.

8. Amendment to the Rich-Haven Specific Plan (File No. PSPA22-001), Resolution No. 2023-061.

9. City of Ontario Municipal Code
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Infrastructure Improvements

OWNER shall design, construct, and complete all improvements including but not limited to Sewer (SW), Potable Water (PW), Recycled Water (RW), Storm Drain (SD), Fiber Optic (FO), and Street (ST) improvements necessary to serve the Property and improvements that have not been accepted by the City that supports this development per comments on Exhibit F, prior to the request of any Product Units.

STREETS (ST)

a. ST improvements on Ontario Ranch Road, between Sunrise Avenue and Mill Creek Avenue.
b. ST improvements on Mill Creek Avenue, between Ontario Ranch Road and Old Edison Avenue.
c. Traffic signal modification at Mill Creek Avenue and Ontario Ranch Road.
d. Traffic signal modification at Sunrise Avenue and Ontario Ranch Road.

FIBER OPTICS (FO)

a. FO on Ontario Ranch Road, between Sunrise Avenue and Mill Creek Avenue.
b. FO on Mill Creek Avenue, between Ontario Ranch Road and Old Edison Avenue.

SEWER (SW)

a. SW on Mill Creek Avenue, between Ontario Ranch Road and Bellegrave Avenue.
b. SW on Lupine Street to the point of connection in Haven Avenue. Required if parcel 2 of TPM20792 cannot be feasibly serviced exclusively from Mill Creek Avenue SW, as determined by the City.

POTABLE WATER (PW)

a. PW on Mill Creek Avenue, between Ontario Ranch Road and Bellegrave Avenue.
b. PW on Sunrise Avenue, Lupine Street, and Cliff Rose, between Ontario Ranch Road and Haven Avenue.

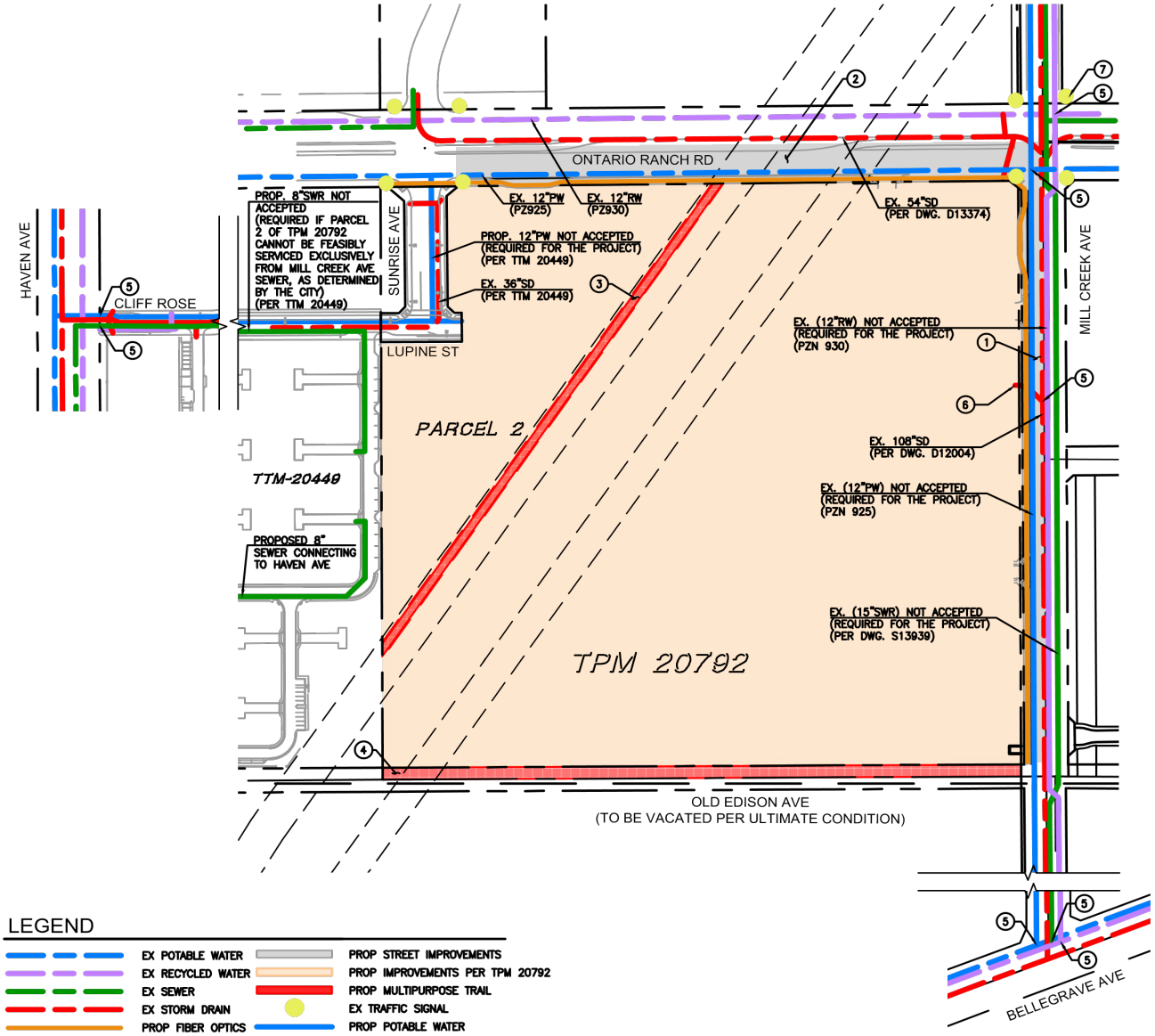
RECYCLED WATER (RW)

a. RW on Mill Creek Avenue, between Ontario Ranch Road and Old Edison Avenue.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Depiction of Required Infrastructure Improvements

(SEE ATTACHED EXHBITS)



LEGEND

- EX POTABLE WATER
- EX RECYCLED WATER
- EX SEWER
- EX STORM DRAIN
- PROP FIBER OPTICS
- PROP STORM DRAIN
- PROP STREET IMPROVEMENTS
- PROP IMPROVEMENTS PER TPM 20792
- PROP MULTIPURPOSE TRAIL
- EX TRAFFIC SIGNAL
- PROP POTABLE WATER
- PROP RECYCLED WATER
- PROP SEWER

INFRASTRUCTURE IMPROVEMENTS

1. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, STREET LIGHTS, SIGNING & STRIPING, PARKWAY LANDSCAPING, AND APPROPRIATE PAVEMENT TRANSITIONS (INCLUDING MEDIAN & STRIPING) TO ACCOMMODATE LANE SHIFTS ON MILL CREEK AVENUE BETWEEN ONTARIO RANCH ROAD AND OLD EDISON AVENUE.
2. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, MULTI-PURPOSE TRAIL, STREET LIGHTS, SIGNING & STRIPING, AND PARKWAY LANDSCAPING ON ONTARIO RANCH ROAD BETWEEN SUNRISE AVENUE AND MILL CREEK AVENUE.
3. THE APPLICANT/DEVELOPER SHALL IMPROVE SCE CORRIDOR WITH ENHANCED ENTRY MULTI-PURPOSE TRAIL.
4. UPON ULTIMATE RIGHT OF WAY VACATION OF OLD EDISON AVE, DEVELOPER SHALL IMPROVE OLD EDISON AVE CORRIDOR WITH ENHANCED MULTI-PURPOSE TRAIL.
5. CONNECT TO EXISTING UTILITY
6. CONNECTION FOR FUTURE UTILITIES
7. EXISTING TRAFFIC SIGNAL TO BE MODIFIED

NOTES

1. PCC PAVEMENT REQUIRED AT SIGNALIZED INTERSECTIONS ALONG TRUCK ROUTES PER CITY OF ONTARIO STANDARD DRAWING NO. 1207.
2. APPLICANT/DEVELOPER SHALL OBTAIN ALL OFF-SITE RIGHT OF WAY/EASEMENTS NECESSARY TO CONSTRUCT THE REQUIRED PUBLIC IMPROVEMENTS
3. UTILITY IMPROVEMENTS IN MILL CREEK AVE TO BELLEGRAVE AVE ARE REQUIRED TO SUPPORT THE PROJECT. IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT COMPLETED AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE IMPROVEMENTS REQUIRED.
4. POTABLE WATER IMPROVEMENTS IN TM-20449 ARE REQUIRED TO SUPPORT THE PROJECT. IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT COMPLETED BY TM-20449 AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE IMPROVEMENTS REQUIRED.
5. SEWER IMPROVEMENTS IN TM-20449 ARE REQUIRED IF PARCEL 2 OF TPM 20792 CANNOT BE FEASIBLY SERVICED EXCLUSIVELY FROM MILL CREEK AVE SEWER, AS DETERMINED BY THE CITY.

300' 0' 150' 300'

SCALE: 1" = 300'

TPM 20792 EXHIBIT "F"

P:\100\020\Exhibits\Entitlement\DA Exhibits\100-020 Exhibit F - Infrastructure Improvements.dwg January 28, 2026 9:16 AM

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT "H"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 20__ the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated: _____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm**[2]
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "J"

Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

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

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA25-005, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO, LEGACY LAND PARTNERS LLC, AND RICHLAND ONTARIO DEVELOPERS LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP NO. 20792 (FILE NO. PMTT24-001), LOCATED ON THE SOUTHWEST CORNER OF ONTARIO RANCH ROAD AND MILL CREEK AVENUE WITHIN PLANNING AREA 5B OF THE RICH HAVEN SPECIFIC PLAN (APN: 0218-211-43).

WHEREAS, Richland Ontario Developers, LLC ("Applicant") has filed an Application for the approval of a Development Agreement, File No. PDA25-005, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 35.4 acres of land, located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Area 5B of the Rich Haven Specific Plan; and

WHEREAS, the Applicant submitted Tentative Parcel Map No. 20792 (File No. PMTT24-001), subdividing 35.4 acres of land to facilitate the construction of four commercial buildings totaling 123,247 square feet and for future residential purposes; and

WHEREAS, the environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023. This Application introduces no new significant environmental impacts; and

WHEREAS, the City's "Local Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed; and

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

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration

of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, 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 February 24, 2026 the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, on March 17, 2026, the City Council of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

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

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

SECTION 1. As the recommending body for the Project, the City Council has reviewed and considered the information contained in the previous Certified EIR and supporting documentation. Based upon the facts and information contained in the previous Certified EIR and supporting documentation, the City Council finds as follows:

(1) The environmental impacts of this Project were previously reviewed in conjunction with the Rich Haven Specific Plan Amendment (File No. PSPA22-001), for which an Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023; and

(2) The previous Certified EIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The previous Certified EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder; and

(4) The previous Certified EIR reflects the independent judgment of the City Council; and

(5) The proposed Project will introduce no new significant environmental impacts beyond those previously analyzed in the previous Certified EIR, and all mitigation measures previously adopted with the Certified EIR, are incorporated herein by this reference.

SECTION 2. Based on the information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Certified EIR is not required for the Project, as the Project:

(1) Does not constitute substantial changes to the Certified EIR that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

(2) Does not constitute substantial changes with respect to the circumstances under which the Certified EIR was prepared, that will require major revisions to the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and

(3) Does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified EIR was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Certified EIR; or

(b) Significant effects previously examined will be substantially more severe than shown in the Certified EIR; or

(c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the City declined to adopt such measures; or

(d) Mitigation measures or alternatives considerably different from those analyzed in the Certified EIR would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

SECTION 3. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending body for the Project, the City Council finds that based on the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan. The project site is not one of the properties in the Housing Element Sites contained in Tables B-1 and B-2 (Housing Element Sites Inventory) of the Housing Element Technical Report.

SECTION 4. The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

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

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project is consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 5. Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Section 1 through 4, above, the City Council hereby concludes as follows:

(1) The Development Agreement applies to approximately 35.4 acres of land located on the southwest corner of Ontario Ranch Road and Mill Creek Avenue within Planning Area 5B of the Rich Haven Specific Plan; and

(2) The Development Agreement establishes parameters for the development of land within the Rich Haven Specific Plan. The Development Agreement also grants the Applicant, the right to develop, the ability to quantify the fees; and establish the terms and conditions that apply to those projects. These terms and conditions are consistent with The Ontario Plan Policy Plan (General Plan), design guidelines and development standards for the Rich Haven Specific Plan; and

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Pacel Map 20792 (File No. PMTT24-001) as long as the Applicant complies with the terms and conditions of the Rich Haven Specific Plan and EIR. Tentative Parcel Map 20792 southwest corner of Ontario Ranch Road and Mill Creek Avenue and proposes to subdivide 35.4 acres of land into 9 numbered lots and 5 lettered lots to facilitate the construction of four commercial buildings totaling 123,247 square feet and for future residential purposes; and

(4) The Development Agreement has been prepared in conformance with the goals and policies of The Ontario Plan Policy Plan (General Plan); and

(5) The Development Agreement does not conflict with the Land Use Policies of The Ontario Plan Policy Plan (General Plan) and will provide for development, within the district, in a manner consistent with the Policy Plan and with related development; and

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan; and

(7) This Development Agreement will not be materially injurious or detrimental to the adjacent properties and will not have a significant impact on the environment or the surrounding properties for which an Addendum to Environmental Impact Report (State Clearinghouse No. 2022100425) was adopted by the City Council on June 20, 2023; and

(8) This Application introduces no new significant environmental impacts. All previously adopted mitigation measures are a condition of project approval and are incorporated herein by this reference.

SECTION 6. Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby APPROVES the Development Agreement (File No. PDA24-004), attached hereto as "Attachment A," and incorporated herein by this reference.

SECTION 7. The City Council acknowledges that refinements and further development of the Ontario Ranch development area may demonstrate that changes are

appropriate with respect to the details and performance of the parties under the Development Agreement. The City Council desires to retain a certain degree of flexibility with respect to the details of the Ontario Ranch developments, and with respect to those items covered in general terms under the Development Agreement. If and when the City Manager (or designee) and the Developer mutually find that changes, adjustments, or clarifications are appropriate to further the intended purposes of the Development Agreement, and such are not materially inconsistent with the Development Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications by written amendment to this Agreement, or through one or more memoranda which are mutually approved by the City Manager on behalf of the City and by the Developer, and, after execution, shall be attached to the Development Agreement and become a part thereof. Unless otherwise required by law, no such changes, adjustments, or clarifications shall require prior notice or hearing before the City Council. The City Manager, with the approval of the City Attorney, shall have the authority but not the obligation to execute amendments, memoranda or other documents, and may take any action necessary to implement the Development Agreement.

SECTION 8. The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 9. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 10. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 11. This Ordinance shall become effective 30 days following its adoption.

SECTION 12. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance,

including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 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 _____, 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 _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

FILE NO. PDA25-005

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Legacy Land Partners, LLC,
a Florida limited liability company

and

Richland Ontario Developers, LLC
a Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ONTARIO
CITY CLERK / RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

FILE NO. PDA25-005

DEVELOPMENT AGREEMENT

By and Between

City of Ontario
a California municipal corporation

and

Legacy Land Partners, LLC,
A Florida limited liability company

and

Richland Ontario Developers, LLC
a Delaware limited liability company

_____, 2026

San Bernardino County, California

DEVELOPMENT AGREEMENT PDA25-005

This Development Agreement (hereinafter "Agreement") is entered into effective as of the ____ day of _____, 2026 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), and Legacy Land Partners, LLC and Richland Ontario Developers, LLC (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that Rich Haven Specific Plan (State Clearinghouse No.2022100425 (the "FEIR"). The City Council found and determined that the FEIR was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Rich Haven Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary

improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

WHEREAS, the Property is located in an area of the City of Ontario that has been known as the "New Model Colony" area and the New Model Colony area has now been renamed as "Ontario Ranch."

WHEREAS, the property developer/owners are made aware of the South Archibald Trichloroethylene (TCE) Plume Disclosure Letter (Exhibit "G"). Property owner may wish to provide the attached Letter as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq. This may include notifications in the Covenants, Conditions and Restrictions (CC&Rs) or other documents related to property transfer and disclosures. Additional information on the plume is available from the Santa Ana Regional Water Quality Control Board at http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=T10000004658.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Ontario, California, a California municipal corporation.

1.1.3 "Construction Agreement" means that certain Agreement for the Financing and Construction of Phases I and II Infrastructure Improvements to Serve an Easterly Portion of the New Model Colony, entered into between the CITY and NMC Builders as of the 4th day of October, 2005, and all amendments thereto and "Construction Agreement Amendment" means that First Amended and Restated Agreement for the Financing and Construction of Limited Infrastructure Improvements to Serve and Easterly Portion of the New Model Colony entered into between the CITY and NMC Builders as of the 21st day of August 2012.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including,

but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review;

(d) conditional use permits (including model home use permits), public use permits and plot plans;

(e) zoning;

(f) grading and building permits.

1.1.6 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 “Development Impact Fee” means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services

under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superceded, including by amendment or replacement.

1.1.8 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement goes into effect.

1.1.10 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.11 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on the Effective Date.

1.1.12 "General Plan" means the General Plan adopted on August 16, 2022.

1.1.13 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Tract Map conditions for Parcel Map No. 20792 as further described in Exhibit "F" (the "Infrastructure Improvements Exhibit").

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.16 “Model Units” includes model units, private common recreation facilities and sales facilities constructed by OWNER prior to the construction of any Production units and not offered for sale and occupancy for a period of time after the issuance of permits for Production Units.

1.1.17 “Net MDD” means net maximum daily water demand.

1.1.18 “NMC Builders” means the consortium of investors and developers responsible for the construction of infrastructure within the New Model Colony incorporated as NMC Builders, LLC.

1.1.19 “OWNER” means the persons and entities listed as owner on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.20 “Phase 2 Water EDUs” means the number of equivalent dwelling units or non-residential square footage assigned to OWERN upon payment to CITY of the Phase 2 Water Participation Fee for the Project and evidenced by the issuance by CITY of a Certificate of Phase 2 Net MDD Availability in the form attached as Exhibit “G”. 1.1.21 “Phase 2 Water Improvements” means the future water infrastructure Improvements required for the issuance by CITY of the “Water Availability Equivalents” (WAE) for the Project.

1.1.21 “Phase 2 Water Participation Fee” means the fee paid to City upon City approval of the first Development Entitlement for the Project, to fund the Property’s respective share of the projected costs of the design and construction of the Phase 2 Water Improvements by City. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of units, and land use category for residential units or the number of square feet, and land use category for non-residential square footage of the Project.

1.1.22 “Production Unit(s)” means all units constructed for sale and occupancy by OWNER and excludes the specified number of Model Units constructed by OWNER for promotion of sales.

1.1.23 “Project” means the development of the Property contemplated by the Development Plan, as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.24 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.25 “Reservations of Authority” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.26 “Specific Plan” means that certain specific plan adopted by the City Council, and entitled, “Rich Haven Specific Plan.”

1.1.27 "Storm Water Treatment Capacity Availability” means a designated portion of the total Storm Water Treatment Capacity Availability made available through the completion of construction of a Phase of regional storm water treatment facilities by the NMC Builders LLC as described in the Construction Agreement Amendment. The amount, in acres, of Storm Water Treatment Capacity Availability required for the issuance of a grading permit shall be based upon the factors and assumptions listed in the Construction Agreement Amendment.

1.1.28 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.29 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.1.30 “Water Availability Equivalent (WAE)” means a designated portion of the total Net MDD made available through the construction of each Phase described in the Water Phasing Plan of the Construction Agreement. The number of Water Availability Equivalents (of portions thereof) required for the issuance of each building permit shall be based upon water demand factors and assumptions listed in the Construction Agreement and Construction Agreement Amendment as “Water Availability Equivalents by Land Use” for each land use category.

1.1.31 “Amendment to the Construction Agreement” means the amendment to the Construction Agreement modifying the boundaries of the property in Exhibit A of such Construction Agreement to include the Property covered by this Agreement and to provide for the additional funds required for CITY’s future construction of the “Phase 2 Water Improvements” described in a modification to Exhibit C-3 of the Construction Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” — Legal Description of the Property.

Exhibit “B” — Map showing Property and its location.

Exhibit “C” — Existing Development Approvals.

Exhibit “D” — Existing Land Use Regulations.

Exhibit “E” — Description of Required Infrastructure Improvements

Exhibit “F” — Depiction of Required Infrastructure Improvements

Exhibit “G” - Form of Certificate of Net MDD to be issued by CITY

Exhibit “H” – Form of Certificate of DIF Credit to be issued by CITY

Exhibit “I-1” – Ontario Ranch Water Supply Phasing Plan

Exhibit “I-2” - Water Demand Equivalents by Land Use

Exhibit “J” - Form of Plume Disclosure Letter

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. The term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

(a) OWNER provides at least 180 days written notice to CITY prior to expiration of the initial term; and

(b) In non-mixed use and residential use only projects, the OWNER shall have obtained, as applicable, building permits for at least seventy percent (70%) of the actual number of residential units permitted under this Agreement; and

(c) OWNER is not then in uncured default of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment

shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. OWNER may be required to provide disclosure that the Property is within the South Archibald Trichloroethylene (TCE) Plume. OWNER may wish to provide the attached Disclosure Letter (Exhibit G) as part of the Real Estate Transfer Disclosure requirements under California Civil Code Section 1102 et seq.(b)

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with: (1) an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

(c) Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring owner is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring owner of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the portion of the Property sold, transferred or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. CITY shall review, and if the above conditions, including but not limited to, those conditions in Section 2.4.2, are satisfied, CITY may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either Party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

2.5.1 Amendment to Reflect Consistency With Future Amendments to the Construction Agreement. To the extent any future amendment to the Construction Agreement provides for modifications to rights or obligations that differ from or alter the same or similar rights or obligations contained in this Development Agreement, OWNER reserves the right to request an amendment to the Development Agreement to reflect any or all of such modifications.

2.5.2 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan including modifications to building design or footprint (not affecting minimum setbacks), parking layout and design, and landscape area design may be approved by the Director of the Planning Department without the need to amend this Development Agreement. Other changes in the Development Plan shall be processed pursuant to the City Zoning Ordinance. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek amendments to one or more of the Development Approvals. Any such amendments are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, continue to constitute the Development Approvals as referenced herein. The parties agree that any such modifications or amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and services mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to OWNER:
Richland
Attn: Craig Cristina, Vice President
3161 Michelson Drive, Suite 425
Irvine, CA 92612

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Richland
Attn: Legal Department
3161 Michelson Drive, Suite 425
Irvine, CA 92612

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment.

3.4 Requirement for Public Infrastructure Improvements. Development of the Property is contingent in part on the phasing of area-wide infrastructure improvements over which the OWNER has control. The issuance of building permits by CITY for Model Units and Production Units is, in general, contingent on OWNER's completion of needed

infrastructure improvements and the availability of improvements and services to serve the Property.

3.4.1 Attached hereto as Exhibit "F" is a description of the infrastructure improvements needed for the development of the Property ("the Infrastructure Improvement Exhibit").

3.4.2 Construction of Model Units, private common recreation facilities, and sales facilities is subject to plan submittal by OWNER and approval by CITY. Said plan shall illustrate that adequate public infrastructure is available to serve these uses and shall describe the utilities and other infrastructure necessary to provide sufficient fire protection and other public health and safety requirements.

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules,

regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees by CITY to cover costs of processing applications for development approvals or for monitoring compliance with any development approvals;

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records and any other matter of procedure;

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided however that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan;

(d) Regulations that may conflict with this Agreement and the Development Plan but that are reasonably necessary to protect the residents of the project and/or of the immediate community from a condition perilous to their health or safety;

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan;

(f) Regulations that may conflict but to which the OWNER consents.

3.6.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.6.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations

preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.6.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.6.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.7 Public Works; Utilities. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility service to the Project. As a further condition of development approval, OWNER shall contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY.

3.7.1 OWNER agrees that development of the Project shall require the construction of Storm Drain facilities from the Property to the connection with the County Line Channel as attached in Exhibit E and Exhibit F. OWNER shall be responsible for the construction of the necessary extension of master planned Storm Drain facilities.

3.7.2 OWNER agrees that development of the Project shall require the construction of street improvements as attached in Exhibit E and Exhibit F.

3.7.3 OWNER agrees that development of the Property shall require the extension of permanent water and recycled water utility infrastructure as attached in Exhibit E and Exhibit F consisting generally of the construction of the extension of permanent water and recycled water utility improvements to serve the Property. OWNER agrees that no building permits shall be issued by CITY for Production Units prior to completion of the water and recycled water Improvements as attached in Exhibit F. OWNER also agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

3.7.4 OWNER agrees that development of the Property shall require the extension of permanent sewer improvements, at OWNER's sole cost and expense,

as attached in Exhibit E and Exhibit F consisting generally of the construction of the extension of sewer infrastructure to serve the Property.

3.7.5 OWNER agrees that development of the Property shall require the extension of permanent master planned fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached in Exhibit E and Exhibit F consisting generally of the construction of the extension of fiber optic communications infrastructure to serve the Property.

3.8 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation and the Construction Agreement to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") in accordance with the procedures set forth in Section 2.4 of the Construction Agreement. This section 3.8 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.8.1 CITY Acquisition of Non-Construction Agreement Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, but such requirement is not based upon the Construction Agreement, Sections 3.8.1 and 3.8.2 shall control the acquisition of the necessary property interest(s) ("Non-Construction Agreement Offsite Property"). If the OWNER is unable to acquire such Non-Construction Agreement Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Non-Construction Agreement Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Non-Construction Agreement Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY shall, initiate proceedings utilizing its power of eminent domain to acquire that Non-Construction Agreement Subject Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Non-Construction Agreement Offsite Property, subject to the conditions set forth in this Section 3.8. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.8.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Non-Construction Agreement Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

3.8.2 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the

owner of the Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to that Non-Construction Agreement Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Non-Construction Agreement Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Non-Construction Agreement Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Non-Construction Agreement Offsite Property.

3.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate fully, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.10 Tentative Tract Maps; Extension. With respect to applications by OWNER for tentative subdivision maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the date that is five (5) years following the Effective Date of this Agreement.; The CITY's City Council may, in its discretion, extend any such map for an additional period of up to five (5) years beyond its original term, so long as the subdivider files a written request for an extension with the City prior to the expiration of the initial five (5) year term.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits

conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Development Impact Fee. Development Impact Fees (DIF) shall be paid by OWNER. The Development Impact Fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to impose new Development Impact Fees or amend the amounts of existing Development Impact Fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable residential or other unit, except for the Open Space and Habitat Acquisition Development Impact fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit. Deferral of the payment of Development Impact Fees may be granted pursuant to a separate agreement approved by City pursuant to City policy. Any existing Development Impact Fee (DIF) credits held by the Owner or any affiliated entity shall be applied toward the payment of DIFs as required under Subsection 4.2.1.

4.2.3 Parkland and Quimby Act Fees. Pursuant to the General Plan (Ontario Plan) Goal PR1, Policy PR1-5 (achievement of a park standard of 5 acres of parkland per 1,000 residents) OWNER shall provide improved parks, developed in accordance with the City's park standards in an amount equal to two (2) acres per 1,000 of projected population without credit, reimbursement, offset or consideration from City. Such areas shall either be dedicated to the City or transferred to a homeowners' association. If approved by the City Manager, OWNER may satisfy this requirement through the development of non-public recreation facilities such as private recreational clubhouses or pool facilities. Credit for such private recreational facilities areas shall be limited to a maximum of 50% of the foregoing park development requirement. If OWNER's Project does not provide dedicated and developed park acreage equal to two (2) acres per 1,000 projected population, OWNER shall pay a fee in-lieu equal to the per acre estimated costs of acquisition and development of parkland in the City's Development Impact Fee for the calculated park acreage deficiency. Such in-lieu fee shall be due and payable prior to the issuance of the first building permit for Production Units issued to OWNER. Any park dedication and/or improvements in excess of such two (2) acres per thousand standard, provided such park has been developed in accordance with the City's park standards and is open to the public generally, shall entitle OWNER to a credit toward its obligations under the Quimby Act (Gov. Code, § 64477) and the City's implementing ordinance and/or resolution

(collectively "**Quimby Act Obligations**"), and to the extent OWNER's Quimby Act Obligations are satisfied, OWNER shall be entitled to have the City acquire such developed and publicly available parks as Non-Program Interests in accordance with Section 4.3.3 below. **(Other provisions will be added that are Project-specific, if applicable).**

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the areawide infrastructure construction within the New Model Colony will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as shown on the attached Exhibit "F" and any and all tentative tract map conditions. Unless otherwise specified in the Subdivision Agreement/Tract Map conditions, all other required Improvements for each Tract Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for production units for each such Tract Map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Tract Map conditions for Parcel Map No. 20792.

4.3.2 Construction of DIF Program Infrastructure (Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of the Construction Agreement and any amendments thereto. Use of DIF Credit issued to OWNER as a member of NMC Builders LLC to offset OWNER's DIF payment obligations shall also be subject to the provisions of the Construction Agreement and any amendments thereto.

4.3.3 Construction of DIF Program Infrastructure (Non-Construction Agreement). To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program and such public improvements are not included the Construction Agreement between CITY and NMC Builders LLC, CITY agrees that CITY shall issue DIF Credit and DIF Reimbursement in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitation on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may also be eligible to receive reimbursement from DIF collected by CITY and paid by other development that benefits from OWNER's construction of DIF Program Infrastructure. Any such DIF Reimbursement shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.3.4 Availability and use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property.

4.4 Affordable Housing Requirement.

4.4.1 Affordable Housing- Number of Units. OWNER shall provide a minimum number of affordable housing units, equivalent to 10% of the OWNER's total approved residential units within the Project, that are affordable to very low, low and moderate income households. Such requirement for affordable housing shall be met through one, or a combination of one or more, of the options provided in the following Sections 4.3.2.1 through 4.3.2.1. For the purposes of this Section, any term not defined in this Agreement shall be as defined by California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.).

4.4.2 Affordability Spread. Of the total number of residential dwelling units specified in Section 4.4.1, to be constructed or rehabilitated pursuant to Sections 4.4.2.1 or 4.4.2.2 respectively, thirty percent (30%) shall be available to very low income, thirty percent (30%) shall be available to low income and forty percent (40%) shall be available to moderate income households. "**Households**" shall be as defined by California Health and Safety Code Section 50053.

4.4.2.1 New Construction. If OWNER elects to fully or partially satisfy the affordable housing requirement by the construction of new residential units, it shall construct and restrict the affordability of residential dwelling units within its Project or, at OWNER's option and with the approval of the City, within another project elsewhere within the City. The affordable units constructed shall be intermingled with other units as part of the Project, and shall be built to the same construction, design and aesthetic standards, as well as number of rooms, as other units constructed as part of that OWNER's Project. In addition, the percentage ratio of affordable units offered for sale versus those offered for rent shall equal the percentage ratio of other units offered for sale versus for rent within OWNER's Project. Such construction shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not constructed the required percentage of units, based on the number of building permits for non-restricted units, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to City in order to ensure the faithful completion of such required percentage of construction of affordable units. If OWNER elects the option of constructing new affordable units, a detailed Affordable Housing Agreement specifying terms for the allowable monthly housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. The Affordable Housing Agreement shall hold a recorded

priority position senior to any other non-statutory lien or encumbrance affecting the unit.

4.4.2.2 Rehabilitation. If OWNER elects to fully or partially satisfy the affordable housing requirement by the substantial rehabilitation of existing residential units in the City, it shall substantially rehabilitate and restrict the affordability of, the number of residential units specified in Section 4.4.1, provided that such units shall be provided elsewhere within the City. The rehabilitation work shall be substantial and of high quality and shall also address any deferred property maintenance issues on the property. "**Substantial rehabilitation**" shall mean rehabilitated multi-family rented dwelling units with three or more units and the value of the rehabilitation constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of land value pursuant to Health and Safety Code Section 33413(b)(2)(A)(iii-iv) as such section exists as of the Effective Date of this Agreement. If OWNER chooses the option of rehabilitation of existing housing units within the City, a detailed Affordable Housing Agreement specifying the terms for the allowable month housing costs or rents (as applicable) and maintenance and occupancy standards shall be prepared, executed and recorded against such units as a condition to the issuance of a building permit. Such rehabilitation shall be completed no later than the date that is five (5) years following the issuance of the first building permit for OWNER's Project; provided however that to the extent OWNER has not rehabilitated the required percentage of units, based on the number of building permits, OWNER shall, prior to the issuance of such building permits, provide security (in the form and substance approved by the City Manager and City Attorney) to the City in order to ensure the faithful completion of such required percentage of rehabilitation.

4.4.2.3 In-Lieu Fee. If OWNER has not fully complied with the requirements of Section 4.4.1 by providing the minimum number of affordable units through the construction of new affordable units or by the substantial rehabilitation of existing units, shall pay an "**Affordability In-Lieu Fee**". If OWNER has not provided any affordable residential units by construction or rehabilitation, the Affordability In-Lieu fee shall be equal to Three Dollars Thirty-Seven Cents ($3.37) per square foot of residential development within OWNER's Project or, if pre-paid as set forth below, Two Dollars Ninety-Six ($2.96) per square foot of residential development within OWNER's Project. If OWNER has partially complied with the requirements of Section 4.4.1 by construction or rehabilitation of less than the minimum number of units, then the Affordability In-lieu Fee shall be recalculated and reduced in consideration of the number and type of affordable units provided. The Affordability In-Lieu Fee shall be paid by OWNER to City no later than prior to the issuance of each building permit within OWNER's Project based on the square footage of the residential unit for which such building permit is sought; provided however that OWNER may, at OWNER's election, pre-pay such Affordability In-Lieu Fee by paying such Affordability In-Lieu Fee within

thirty (30) days following the earliest discretionary approval by the City for OWNER's Project, including, but not limited to, any general plan amendment, specific plan adoption, development agreement, tentative map approval, variance, conditional use permit, or resolution of intention to form any public financing mechanism. The Three Dollars Thirty-Seven Cents ($3.37 Two Dollars Ninety-Six ($2.96) per square foot amounts shall automatically be increased annually, commencing on July 1, 2024, and automatically each July 1 thereafter. Such adjustment shall be based on the percentage increase (but no decrease) in the Consumer Price Index (Riverside - San Bernardino - Ontario, CA) (December 2017=100) over the preceding year. The pre-paid Affordability In-Lieu Fee shall be calculated based on the maximum floor area ratio (FAR) permitted within the General Plan and any applicable FAR contained within the applicable specific plan, whichever is greater, and the Maximum Development Density. For purposes of this Agreement, "**Maximum Development Density**" shall be determined by multiplying the OWNER's Project's density for residential development potential as set forth in the General Plan or the applicable Specific Plan, whichever is less, by the net acreage of land within OWNER's Project. All "Affordability In-Lieu Fees" collected by the City shall be used to promote the construction of affordable housing within the City.

4.4.2.4 Affordability Covenants. Prior to the issuance of the first building permit for any affordable unit, the City and OWNER shall enter into an Affordable Housing Agreement Affordability shall be assured for a period of forty-five (45) years for for-sale units and fifty-five (55) years for rentals. For rental units, base rents shall be established by the City and rental adjustments required by the City shall be performed on an annual basis. In addition, the Affordable Housing Agreement shall impose maximum occupancy limits of 2 occupants per bedroom plus 1 additional occupant per dwelling unit, and a requirement for the owner or tenant to properly maintain each dwelling unit.

4.4.2.5 Transfer of Affordable Project. No transfer of title to any affordable housing project shall occur without the prior written consent of the City. In the event OWNER transfers title to any affordable housing project required to be constructed pursuant to this Agreement to a non-profit entity, or other entity, that receives an exemption from ad valorem real property taxes, the City shall be required to assure payment of an annual in lieu fee to the City on July 1 of each year equal to one-tenth of one percent (0.1%) of the assessed value of such project. The City may permit OWNER to satisfy this obligation by recorded covenants against the property and enforceable against said entity by the City. Any such covenants shall be approved by the Planning Director and the City Attorney.

4.5 Schools Obligations.

4.5.1 Written Evidence of Compliance with Schools Obligations. OWNER shall, either through joint or individual agreements between OWNER and the applicable school district(s), shall satisfy its new school obligations. The new school obligations for the Mountain View School District in the Ontario Ranch area have been projected to include the acquisition or dedication of school sites for, and construction of, up to eight (8) schools. Of these eight (8) schools, six (6) are to be elementary (K-5) grade schools and two (2) are to be middle grade schools. The new school obligations for the Chaffey Joint Union High School District in the Ontario Ranch area have been projected to include the dedication of a school site for, and construction of, an additional high school. The new school obligations for the applicable school district shall be met by a combination of the following: (1) designating and dedicating school site(s) within the Property as set forth in the General Plan, and/or (2) paying school impact fees, (3) entering into a joint mitigation agreement or individual mitigation agreements, or (4) any combination of the foregoing. Written evidence of approval by the applicable school district that OWNER has met their school obligations may be required by the City as the condition to the issuance by the City of any entitlements for OWNER's Project. In the event OWNER is unable to provide such written evidence from the applicable school district(s), the City shall have the right to decline to honor any DIF Credit, Certificates of MDD Availability, Certificates of Storm Water Treatment Capacity Availability, or any combination thereof, presented by such OWNER, without liability to the City. To the extent that a joint mitigation agreement is approved by the applicable school district(s), and OWNER is a participant in good standing in such mitigation agreement, OWNER shall be deemed to have mitigated its new school obligations under this Section 4.4.1.

4.6 Net MDD/Water Availability Equivalents.

4.6.1 Effectiveness of Agreement. Notwithstanding anything else set forth in this Agreement, CITY and OWNER each acknowledge, confirm, and agree, that (i) the City approval of this Agreement and (ii) the effectiveness of this Agreement, in each case, is conditioned upon OWNER's admission to NMC Builders as a "Member" thereof pursuant to the terms and conditions of the operating agreement of NMC Builders. OWNER and CITY agree that OWNER shall become a Member of NMC Builders within 30 days of the effective date of this Agreement.

4.6.1 Assigned Net MDD/Water Availability Equivalents. The City has agreed with NMC Builders LLC to reserve exclusively for Members of NMC Builders, including OWNER, Net MDD made available through the construction of water system improvements funded by NMC Builders LLC. NMC Builders has assigned to OWNER its allocable share of the Net MDD issued by City. The provisions of the Construction Agreement Amendment requires that the City shall not approval a final tract map or issue building permits or certificates of occupancy for the area of development within the New Model Colony served by the water system improvements funded by NMC Builders LLC, except to the bearer of an Assignment of Net MDD Water Availability.

4.6.2 Requirement of NMC Builders, LLC Membership as a Phase 2 Water Member. OWNER and CITY agree that OWNER's' payment to CITY required by Section 4.7.3 below represents OWNER's contribution to the funding required for the future construction of the Phase 2 Water Improvements and the availability of additional Net MDD Water Availability required for the development of the Property described in Exhibit A of this Agreement.

4.6.3 CITY issuance of Water Availability Equivalents. Within 30 days after the effectiveness of this Development Agreement OWNER shall pay or have paid to City the applicable Phase 2 Water Participation Fee. The Phase 2 Water Participation Fee shall be the calculated based on the amount of the Regional Water DIF for the applicable land use category and the square footage of the applicable buildings. The calculated amount of the Phase 2 Water Participation Fee shall be paid to City within 30 days after the effective date of this Agreement or, at OWNER's option, the Phase 2 Water Participation Fee may be paid to City in two (2) installments. The first installment shall be fifty percent (50%) of the total Phase 2 Water Participation Fee and such first installment shall be due and payable to City within 30 days after the effective date of this Development Agreement. The second installment shall be the remaining amount of the Phase 2 Water Participation Fee and such second installment shall be due and payable to City within one (1) year after the payment of the first installment, or prior to, and as a condition precedent to, the recording of any final Parcel Map for the Project, whichever occurs first. Upon OWNER's complete payment to CITY of the Phase 2 Water Participation Fee CITY shall issue a Certificate of Water Availability Equivalents in the form attached hereto as Exhibit G. Such Water Availability Equivalents Certificate shall be issued by CITY within thirty (30) days of the receipt of such required payment. CITY and OWNER agree that the amount of Water Availability Equivalents issued to OWNER shall be based on the maximum projected need for Water Availability Equivalents required for the Property based upon water demand factors and assumptions listed in Exhibit C-2R of the Phase 2 Water Amendment to the Construction Agreement "Water Demand Equivalents by Land Use" for each land use category. Additionally, within five (5) business days of CITY's receipt of OWNER's payment as required under this Section 4.5.2, CITY shall issue a certificate of DIF Credit against OWNER's DIF obligations in the Regional Water DIF Category.

4.6.2 Use of Assigned Net MDD Water Availability. OWNER shall provide evidence of sufficient Net MDD Water Availability Equivalents (or portions thereof) prior to and as a condition precedent to, the City's approval of any and all tract maps for the Property. The amount of Net MDD Water Availability Equivalents required for City's approval of a tract map shall be based upon water demand factors and assumptions listed in Exhibit C-2R of the Construction Agreement Amendment as "Water Demand Equivalents by Land Use" for each land use category.

4.6.3 Requirement for other Water System Improvements. A Certificate of Net MDD Availability is evidence only of available water capacity and does not satisfy

any other conditions applicable to an OWNER's Project, including those relating to design and construction of master-planned potable water and recycled water transmission and distribution system for the respective pressure zone and other public infrastructure requirements.

4.7 Storm Water Capacity Availability.

4.7.1 Requirement for Storm Water Treatment Capacity Availability. OWNER shall provide evidence of sufficient Storm Water Treatment Capacity Availability as reserved in a Certificate of Storm Water Treatment Capacity Availability the same manner and subject to the same limitations as provided for the assignment of Certificates of Net MDD Availability in Section 4.6 of this Agreement.

4.7.2 Use of Storm Water Treatment Capacity Availability. The amount of Storm Water Treatment Capacity Availability required for the issuance of a grading permit to OWNER shall be based upon the Net Residential Acreage of the area to be graded regardless of the corresponding use.

4.7.3 Requirement for other Storm Water Improvements. The Certificate of Storm Water Treatment Capacity Availability is evidence only of available storm water treatment capacity and does not satisfy any other conditions applicable to a particular development project, including those relating to on-site water treatment, water quality, connection to the storm water collection system, or other public infrastructure requirements.

4.8 Maintenance of Open Space. OWNER shall provide for the ongoing maintenance of all park, common areas and open space areas within the Project as more particularly set forth in the Specific Plan, through a homeowners' association as approved by the CITY. Covenants, conditions and restrictions establishing any homeowners' association shall be approved by the Planning Director and City Attorney.

4.9 Edison Easement Improvements. OWNER shall develop as park, trail or open space purposes that area within the Project areas owned in fee by Southern California Edison or in which Southern California Edison has an easement or license, as more particularly set forth in the Specific Plan. Said park, trail or open space development shall be consistent with the New Model Colony Park Master Plan standards for park and open space development. Notwithstanding OWNER's development of park or open space areas as required by this Section 4.10. OWNER shall not be entitled to any credit, offset or reimbursement from the CITY for such park or open space development.

4.10 Compliance with Public Benefits Requirements.

4.11.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.9, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement pursuant to Section 8.4 hereof, thereby entitling the City to any and all remedies available to it, including, without limitation, the right of the City to withhold OWNER's Project-

related building permits, certificates of occupancy, or discretionary approvals, without liability.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). In accordance with the Memorandum of Agreement between the CITY and NMC Builders, CITY will cooperate with OWNER in the formation of a CFD, or CFDs, to include all of the Project, to provide a financing mechanism to reimburse the OWNER for funds paid to NMC Builders LLC for OWNER's share of the costs of public infrastructure pursuant to the Construction Agreement and to acquire other public facilities constructed by OWNER subject to the provisions of the Memorandum of Agreement between CITY and NMC Builders LLC. Notwithstanding such reimbursements and acquisitions, OWNER shall remain entitled to DIF Credits as provided for in Article 3 of the Construction Agreement and/or as provided for in a separate Fee Credit Agreement between CITY and OWNER. OWNER agrees that, prior to the recordation of any Tract Map for the Property, the Property shall be included in a CFD to finance City services through annual special taxes that will initially be $1,371.52 per Single Family Detached Dwelling Unit, $1,188.58 per Multiple-Family Dwelling Unit, $996.75 per Gated Apartment Community Dwelling Unit, and $.25 per square foot for Non-Residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless modified by CITY. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.2 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD to finance City services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

6.1.2 Initiation of Special Review. A special review may be called either by agreement between the parties or by initiation in one or more of the following ways:

(1) Recommendation of the Planning staff;

(2) Affirmative vote of at least four (4) members of the Planning Commission; or

(3) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice that the CITY intends to undertake a special review of this Agreement to the OWNER. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which the OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue is upon the OWNER.

6.1.5 Findings Upon Public Hearing. The Planning Commission shall determine upon the basis of substantial evidence whether or not the OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure Upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has complied in good faith with the terms and conditions of this Agreement during the period under review, the review for that period is concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that the OWNER has not complied in good faith with the terms and conditions of this Agreement during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) The OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with the CITY's rule for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the CITY proposes to terminate or to modify this Agreement; and

(c) Other information that the CITY considers necessary to inform the OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate or modify this Agreement and impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate

with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for nondamage remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees

from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its Comprehensive General Plan, as such General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement

or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Sections 9.1 through 9.6, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security

device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a Mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the San Bernardino County Recorder by the City Clerk within the ten (10) days after the CITY executes this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant

to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the San Bernardino County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. Subject to section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its

rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the

terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

11.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

11.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured

defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 11.20 prior to CITY's issuance of such certificates.

11.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

11.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.

11.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

11.22.2 OWNER acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations with respect to the payment of prevailing wages and complying therewith. OWNER shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

11.22.3 The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by OWNER, its successors or assigns. OWNER shall be solely responsible for determining and effectuating compliance with such laws.

11.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 11.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

INITIALS. BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
(Owner's Initials)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT FILE NO. PDA25-005

"OWNER"

Legacy Land Partners, LLC
a Florida limited liability company

and

Richland Ontario Developers, LLC
a Delaware limited liability company

By: _____
John Troutman
Vice President
Date: _____

"CITY"

CITY OF ONTARIO
By:_____
Scott Ochoa
City Manager

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST KRIEGER, LLP

_____
City Attorney

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before me,_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF_____)

On _____, 20_____, before
me_____,
Date *Insert Name and Title of the Officer*

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

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

WITNESS my hand and official seal.

Signature_____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

TENTATIVE PARCEL MAP 20792

REAL PROPERTY IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. CC 22-003 RECORDED JUNE 16, 2023 AS INSTRUMENT NO. 2023-0149702 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THAT PORTION OF PARCEL "C" OF LOT LINE ADJUSTMENT LLA 21-001, RECORDED MAY 20, 2021 AS DOC.# 2021-0232145, OF O.R. OF SAID COUNTY LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO MERIDIAN.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

10/03/2025

GERALD R. ANDERSON, LS 4400 DATE

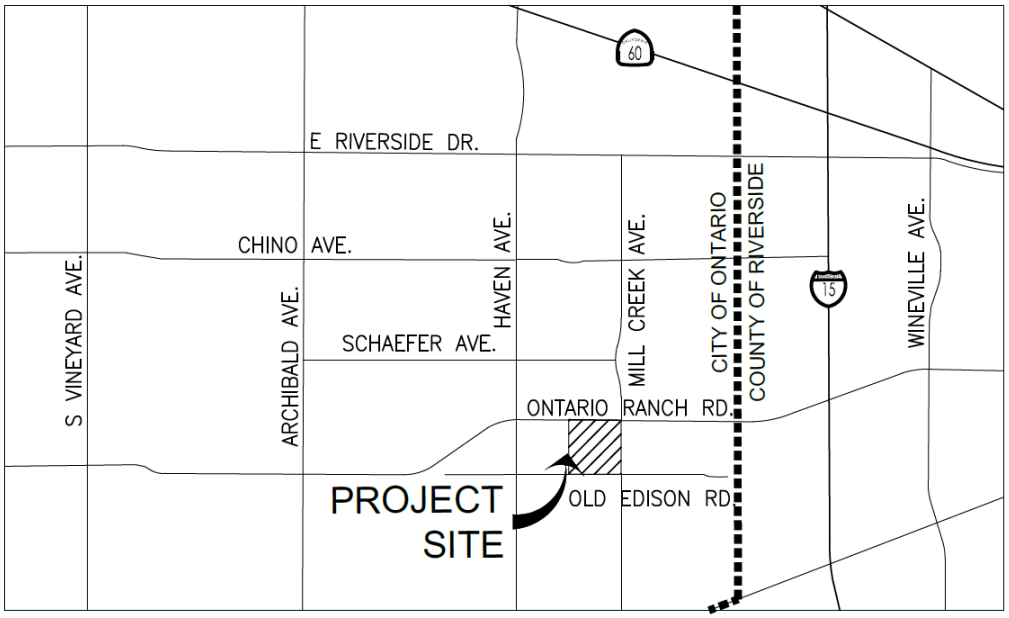
EXPIRES 09/30/27

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 I xengineeringinc.com

JN X100-020_XLD-096

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location



VICINITY MAP

N.T.S.

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On October 23, 2007 the Planning Commission:

a) Issued Resolution No. PC07-125 recommending City Council certification of the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Issued Resolution No. PC07-127 recommending to City Council approval of the Rich-Haven Specific Plan (File No. PSP05-004).

On December 4, 2007, the City Council:

a) Issued Resolution No. 2007-145 certifying the Rich-Haven Specific Plan EIR (SCH#2006051081).
b) Adopted Ordinance No. 2884 approving the Rich-Haven Specific Plan.

On February 23, 2016, the Planning Commission:

a) Issued Resolution No. PC16-003 recommending City Council adoption of an Addendum to the Rich-Haven Specific Plan EIR (SCH#2006051081) and The Ontario Plan EIR (SCH#2008101140).
b) Issued Resolution PC16-004 recommending approval of the Rich-Haven Specific Plan Amendment (File No. PSPA16-001).

On March 15, 2016, the City Council:

a) Issued Resolution No. 2016-024 for the adoption of an Addendum (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR.
b) Issued Resolution No. 2016-025 approving an Amendment (File No. PSPA16-001) to the Rich-Haven Specific Plan EIR (SCH#2006051081) and The Ontario Plan EIR (SCH#2008101140).

On January 23, 2018, the Planning Commission:

a) Issued Resolution No. PC18-014 recommending City Council adoption of an Addendum to The Ontario Plan EIR (SCH#2008101140).
b) Issued Resolution No. PC18-015 recommending City Council adoption of the Rich-Haven Specific Plan Amendment (File No. PSPA16-005).

On February 20, 2018, the City Council:

a) Issued Resolution No. 2018-017 for the adoption of an Addendum (File No. PSPA16-005) to The Ontario Plan EIR (SCH#2008101140).
b) Issued Resolution No. 2018-018 approving an Amendment (File No. PSPA16-005) to the Rich-Haven Specific Plan.

On May 23, 2023, the Planning Commission:

a) Issued Resolution No. PC23-042 recommending City Council adoption of an Environmental Impact Report (State Clearinghouse No. 2022100425) in conjunction with File No. PSPA22-001 for the Rich Haven Specific Plan Amendment.
b) Issued Resolution No. PC23-043 recommending City Council adoption of the Rich-Haven Specific Plan Amendment (File No. PSPA22-001).

On June 20,2023, the City Council:

a) Issued Resolution No. 2023-060 approving an Environmental Impact Report (State Clearinghouse No. 2022100425) in conjunction with File No. PSPA22-001 for the Rich Haven Specific Plan Amendment.
b) Issued Resolution No. 2023-061 approving the Rich-Haven Specific Plan Amendment (File No. PSPA22-001).

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. The Rich-Haven Specific Plan (File No. PSP05-004) Environmental Impact Report, Resolution No. 2007-145.

2. The Rich-Haven Specific Plan (File No. PSP05-004), Ordinance No. 2884.

3. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-001) Environmental Impact Report, Resolution No. 2016-024.

4. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-001), Resolution No. 2016-025.

5. Addendum to the Rich-Haven Specific Plan (File No. PSPA16-005) Environmental Impact Report, Resolution No. 2018-017.

6. Amendment to the Rich-Haven Specific Plan (File No. PSPA16-005), Resolution No. 2018-018.

7. The Rich-Haven Specific Plan Amendment (File No. PSP22-001) Environmental Impact Report (State Clearinghouse No. 2022100425), Resolution No. 2023-060.

8. Amendment to the Rich-Haven Specific Plan (File No. PSPA22-001), Resolution No. 2023-061.

9. City of Ontario Municipal Code
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks & Recreation

EXHIBIT "E"
TO DEVELOPMENT AGREEMENT

Description of Required Infrastructure Improvements

OWNER shall design, construct, and complete all improvements including but not limited to Sewer (SW), Potable Water (PW), Recycled Water (RW), Storm Drain (SD), Fiber Optic (FO), and Street (ST) improvements necessary to serve the Property and improvements that have not been accepted by the City that supports this development per comments on Exhibit F, prior to the request of any Product Units.

STREETS (ST)

a. ST improvements on Ontario Ranch Road, between Sunrise Avenue and Mill Creek Avenue.
b. ST improvements on Mill Creek Avenue, between Ontario Ranch Road and Old Edison Avenue.
c. Traffic signal modification at Mill Creek Avenue and Ontario Ranch Road.
d. Traffic signal modification at Sunrise Avenue and Ontario Ranch Road.

FIBER OPTICS (FO)

a. FO on Ontario Ranch Road, between Sunrise Avenue and Mill Creek Avenue.
b. FO on Mill Creek Avenue, between Ontario Ranch Road and Old Edison Avenue.

SEWER (SW)

a. SW on Mill Creek Avenue, between Ontario Ranch Road and Bellegrave Avenue.
b. SW on Lupine Street to the point of connection in Haven Avenue. Required if parcel 2 of TPM20792 cannot be feasibly serviced exclusively from Mill Creek Avenue SW, as determined by the City.

POTABLE WATER (PW)

a. PW on Mill Creek Avenue, between Ontario Ranch Road and Bellegrave Avenue.
b. PW on Sunrise Avenue, Lupine Street, and Cliff Rose, between Ontario Ranch Road and Haven Avenue.

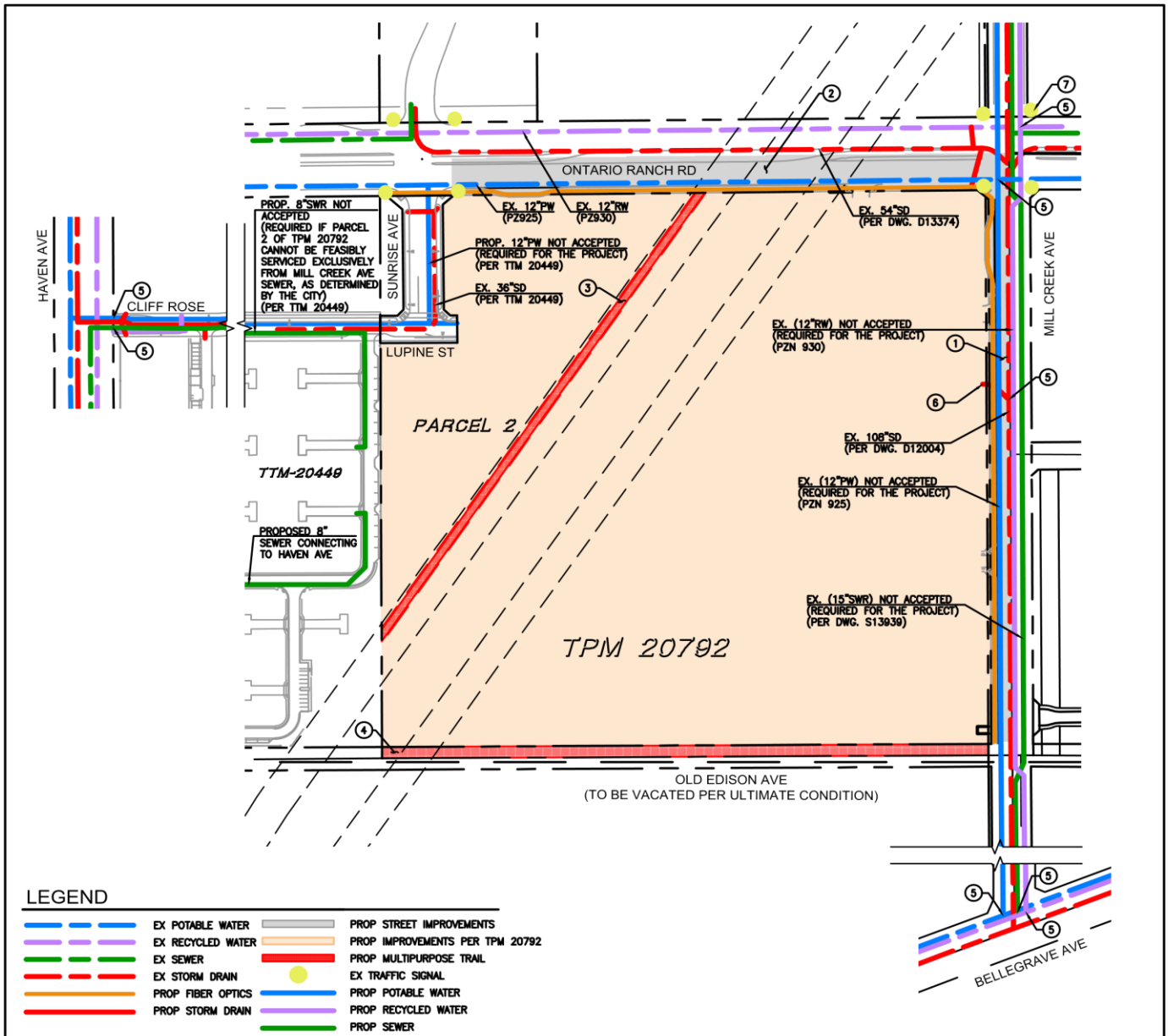
RECYCLED WATER (RW)

a. RW on Mill Creek Avenue, between Ontario Ranch Road and Old Edison Avenue.

EXHIBIT “F”
TO DEVELOPMENT AGREEMENT

Depiction of Required Infrastructure Improvements

(SEE ATTACHED EXHBITS)



LEGEND

- EX POTABLE WATER
- EX RECYCLED WATER
- EX SEWER
- EX STORM DRAIN
- PROP FIBER OPTICS
- PROP STORM DRAIN
- PROP STREET IMPROVEMENTS
- PROP IMPROVEMENTS PER TPM 20792
- PROP MULTIPURPOSE TRAIL
- EX TRAFFIC SIGNAL
- PROP POTABLE WATER
- PROP RECYCLED WATER
- PROP SEWER

INFRASTRUCTURE IMPROVEMENTS

1. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, STREET LIGHTS, SIGNING & STRIPING, PARKWAY LANDSCAPING, AND APPROPRIATE PAVEMENT TRANSITIONS (INCLUDING MEDIAN & STRIPING) TO ACCOMMODATE LANE SHIFTS ON MILL CREEK AVENUE BETWEEN ONTARIO RANCH ROAD AND OLD EDISON AVENUE.
2. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT ULTIMATE HALF-WIDTH STREET IMPROVEMENTS, INCLUDING CURB & GUTTER, PAVEMENT, SIDEWALK, MULTI-PURPOSE TRAIL, STREET LIGHTS, SIGNING & STRIPING, AND PARKWAY LANDSCAPING ON ONTARIO RANCH ROAD BETWEEN SUNRISE AVENUE AND MILL CREEK AVENUE.
3. THE APPLICANT/DEVELOPER SHALL IMPROVE SCE CORRIDOR WITH ENHANCED ENTRY MULTI-PURPOSE TRAIL.
4. UPON ULTIMATE RIGHT OF WAY VACATION OF OLD EDISON AVE, DEVELOPER SHALL IMPROVE OLD EDISON AVE CORRIDOR WITH ENHANCED MULTI-PURPOSE TRAIL.
5. CONNECT TO EXISTING UTILITY
6. CONNECTION FOR FUTURE UTILITIES
7. EXISTING TRAFFIC SIGNAL TO BE MODIFIED

NOTES

1. PCC PAVEMENT REQUIRED AT SIGNALIZED INTERSECTIONS ALONG TRUCK ROUTES PER CITY OF ONTARIO STANDARD DRAWING NO. 1207.
2. APPLICANT/DEVELOPER SHALL OBTAIN ALL OFF-SITE RIGHT OF WAY/EASEMENTS NECESSARY TO CONSTRUCT THE REQUIRED PUBLIC IMPROVEMENTS
3. UTILITY IMPROVEMENTS IN MILL CREEK AVE TO BELLEGRAVE AVE ARE REQUIRED TO SUPPORT THE PROJECT. IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT COMPLETED AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE IMPROVEMENTS REQUIRED.
4. POTABLE WATER IMPROVEMENTS IN TM-20449 ARE REQUIRED TO SUPPORT THE PROJECT. IF THE AFOREMENTIONED IMPROVEMENTS ARE NOT COMPLETED BY TM-20449 AND ACCEPTED BY THE CITY, THIS PROJECT IS SUBJECT TO THE IMPROVEMENTS REQUIRED.
5. SEWER IMPROVEMENTS IN TM-20449 ARE REQUIRED IF PARCEL 2 OF TPM 20792 CANNOT BE FEASIBLY SERVICED EXCLUSIVELY FROM MILL CREEK AVE SEWER, AS DETERMINED BY THE CITY.

300' 0' 150' 300'

TPM 20792 EXHIBIT "F"

SCALE: 1" = 300'

P:\100\020\Exhibits\Entitlement\DA Exhibits\100-020 Exhibit F - Infrastructure Improvements.dwg January 28, 2026 9:16 AM

EXHIBIT "G"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF NET MDD AVAILABILITY

Pursuant to Section ___ of this Agreement between the City of Ontario, a California municipal corporation, and _____, a _____ company, hereinafter called "OWNER", the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called "Agreement", the City of Ontario hereby certifies based on CITY receipt of payment of OWNER's share of the funding for the Phase 2 Water Improvements, that OWNER is entitled to the following Net MDD Water Availability.

Amount of Net MDD _____ gpm

_____
Scott Ochoa, City Manager

Dated:_____

EXHIBIT "H"
TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.2 of this Agreement by and between the City of Ontario and _____, dated _____, 20__ the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated: _____

Exhibit "I-1"

ONTARIO RANCH
WATER SUPPLY PHASING PLAN

Phase 2	Water Availability Equivalency	Estimated Net MDD Available[1]
Phase 2 A		
Supply & Storage		
1. 1 - Additional Ground Water Well and Collection lines - Design and Construction	8,250 gpm[2]	**7,750 gpm**[2]
Pipelines (Transmission & Distribution)[2]		
2. 925 Zone Transmission lines – Design and Construction		
3. Temporary Pressure Reducing Station[3] – Design and Construction		
Phase 2B		
Supply & Storage		
4. 1 – Additional Ground Water Well and Collection lines – Design and Construction	10,500 gpm[2]	**9,860 gpm[2]**
5. 1 – 6 million gallon Reservoir – 925 Zone – Design and Construction		

(1) Upon Completion of the construction of all of the improvements described for each Phase a Certificate of Net MDD Availability shall be issued to Developer for the corresponding amount of Net MDD. Net MDD means the maximum daily demand on the potable water supply, net of the water requirements for public schools and parks. The Water Availability Equivalency includes the estimated requirements for public schools and parks. The amount of Net MDD specified is the cumulative amount for which building permits may be issued upon funding of the corresponding and all preceding Phases of improvements.

(2) The ability of a particular development to utilize Net MDD assigned to it by the Developer will require the completion of design and construction of Master-planned potable and recycled water transmission and distribution pipelines for the respective pressure zone. Other factors may include its location, the particular land use and Water Availability Equivalents assigned to it as specified in Exhibit C-2.

(3) Pressure reducing stations are a component of the pipeline transmission and distribution system.

EXHIBIT "I-2"

Available Water Supply - See Exhibit C-1R for Net MDD Available

Table A - Water Demand Equivalents By Land Use

The Ontario Plan	Potable Water			Recycled Water	
Land Use	Water Demand Factor (ADD)		Water Demand Equivalents (WDE)[2]	Recycled Water Demand Factor[1] (ADD)	Recycled Water Demand Of Total Water Demand
	(gpd/du)	(gpd/ac)	(gpm/unit)	(gpd/ac)	(%)
Detached Dwellings (less than 5 units per acre)	544		0.57	900	28%
Detached or Attached Dwellings (between 5 and 11 units per acre)	464		0.48	1,000	21%
Attached Dwellings (between 11 and 25 units per acre)	323		0.34	1,500	18%
High Density Dwellings (25+ units per acre)	152		0.16	1,500	27%
Commercial Lodging	150		0.16	1,700	50%
Retail/Services Uses		2,200	2.29	2,300	51%
Office Uses		3,400	3.54	2,300	40%
Business Park Uses		2,200	2.29	2,200	50%
Industrial Uses		2,000	2.08	2,200	52%
Institutional Use		2,200	2.29	1,600	42%
Parks		1,000	1.04	1,400	58%
Schools		3,500	3.65	1,600	31%

[1]Recycled Water Demands include irrigation for right-of-way (medians and parkways), neighborhood edge, pocket parks, and common areas.

[2] The WDE is based on the Maximum Day Demand (MDD) with a peaking factor of 1.5 in the NMC for all land use categories.

Table B - Example Water Supply Calculation

Land Use	Acres[1] (gross)	Residential Units	WDE Factor (gpm)	Potable MDD (gpm)	Recycled Water ADD (gpm)
Development					
Detached Dwellings (less than 5 units per acre)	1,284	5,061	0.57	2,868	803
Detached or Attached Dwellings (between 5 and 11 units per acre)	369	2,530	0.48	1,223	256
Attached Dwellings (between 11 and 25 units per acre)	194	3,410	0.34	1,147	202
Retail/Services Uses (per acre)[2]	104		2.29	239	166
TOTAL	**1,950**	**11,001**		**5,477**	**1,428**

Three (3) Wells Are required to Support this example, assuming each well produces 2,000 gpm and connection to the Recycled Water System maximizing Recycled Water Use.

[1] Residential Acres are estimated based on the weighted average derived from the average number of units per land use category.

[2] Commercial acreage is calculated from a total square footage of 1,361,000 SF with an average Floor to Area Ratio (FAR) of 0.30 for commercial services in The Ontario Plan.

Exhibit "J"

Form of Plume Disclosure Letter

CITY OF ONTARIO

ONTARIO MUNICIPAL UTILITIES COMPANY

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

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

AL C. BOLING
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT BURTON
UTILITIES GENERAL MANAGER

March 2017

DISCLOSURE NOTICE
SOUTH ARCHIBALD TRICHLOROETHYLENE PLUME

Dear Property Owner/Developer/Applicant:

The City of Ontario ("City") has approved or will be approving development in the Ontario Ranch area in the next few years, subject to the appropriate and required statutory process. This letter is intended to serve as notice to all potential property owners of the existence of a groundwater plume, known as the South Archibald Trichloroethylene (TCE) Plume which may exist in, under or near owner's property.

The groundwater plume is in an area in the central Chino Basin south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. The plume primarily consists of TCE, a discontinued industrial solvent, and is subject to a clean-up under the oversight and direction of the Santa Ana Regional Water Quality Control Board ("Regional Board").

The Regional Board's approved clean-up procedure involves the removal and treatment of groundwater containing TCE via groundwater wells to reduce the plume concentrations and control its migration. In addition, the City is providing potable water supplies for domestic purposes to residences with private domestic wells affected by the plume. Finally, the Regional Board will continue to monitor all impacted areas and private domestic wells to ensure that residents' health and the environment are properly safeguarded. These remedial actions are documented in a Remedial Action Plan approved by the Regional Board in September 2016.

Further and current information may be found on the Regional Board's Geotracker website at https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658.

Property owners may wish to include this letter as a part of a Real Estate Transfer Disclosure under California Civil Code Section 1102 et seq.

1425 SOUTH BON VIEW - ONTARIO, CALIFORNIA 91761-4406 - (909) 395-2605 - FAX (909) 395-2601

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Rafael Torres Department: Prepared By: Rafael Torres Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **A PUBLIC HEARING TO CONSIDER CERTIFYING THE CENTERPARK SPECIFIC PLAN FINAL FOCUSED ENVIRONMENTAL IMPACT REPORT, AND TO CONSIDER APPROVAL OF THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002)**

RECOMMENDATION: That the City Council take the following actions:

A. Consider and adopt a Resolution certifying the Final Focused Environmental Impact Report (State Clearinghouse No. 2025060731) prepared for the CenterPark Specific Plan (File No. PSP24-002), and adopting and approving a Mitigation Monitoring and Reporting Program, California Environmental Quality Act ("CEQA") Findings, and a Statement of Overriding Considerations.
B. Introduce and waive further reading of an Ordinance approving the CenterPark Specific Plan (File No. PSP24-002), appended to the attached Ordinance as "Attachment A", pursuant to the facts and reasons contained in the staff report and subject to the conditions of approval appended to the attached Ordinance as "Attachment B".

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

FISCAL IMPACT: Adoption of the CenterPark Specific Plan will result in both short-term and long-term fiscal impacts to the City. Short-term impacts primarily involve the construction of infrastructure improvements needed to support the proposed development. The developer will be responsible for installing required improvements and/or paying the applicable Development Impact Fees (DIF) associated with these improvements at time of development. Long-term fiscal impacts include the ongoing provision of public services and maintenance, such as police, fire, and infrastructure maintenance, required to support the future development. Although the project will generate additional property tax revenue, the projected increase will not fully offset the cost of providing these services. To address this funding gap, future development of the Specific Plan area

will require the developer(s) to form and/or participate in a Community Facilities District (CFD) to fund the additional public service costs associated with the development.

BACKGROUND & ANALYSIS: The Ontario Plan ("TOP") Policy Plan (general plan) provides the basic framework for development within the 8,200-acre area commonly referred to as Ontario Ranch. The Policy Plan requires City Council approval of a Specific Plan for new developments of 10 acres or more within Ontario Ranch. A Specific Plan is required to ensure that sufficient land area is included to achieve cohesive, unified districts and neighborhoods. Additionally, a Specific Plan is required to incorporate a development framework for detailed land use, circulation, infrastructure improvements (such as drainage, sewer, street and water facilities), provision for public services (including parks and schools), and urban design and landscape standards.

The CenterPark Specific Plan (File No. PSP24-002) represents the first step toward residential and mixed-use development in the western portion of Ontario Ranch, located west of Vineyard Avenue. The Specific Plan area encompasses approximately 258 acres, generally bounded by Walker Avenue, Campus Avenue, Eucalyptus Avenue, and Ontario Ranch Road.

The proposed Specific Plan would allow for the development of up to 4,293 residential dwelling units, approximately 115,809 square feet of retail space, and up to 135,110 square feet of office development. The plan also provides for approximately 68 acres of open space, including a segment of Grand Park, as well as areas designated for non-recreational uses, including a Southern California Edison (SCE) easement.

Land Use and Development Standards. To facilitate future development, the Specific Plan will establish land use designations, development standards, and design guidelines for residential and commercial uses. The proposed land use designations include Medium Density Residential (146 acres), Mixed-Use (44 acres), Public Park/Open Space (56 acres), and Non-Recreational Open Space (12 acres). The development standards and design guidelines are intended to ensure high-quality development throughout the residential and mixed-use areas. These standards will promote attractive placemaking, strong circulation for pedestrians and vehicles, and high-quality architectural design and styles to create a cohesive and well-designed community.

The mixed-use areas will integrate residential development with a range of supportive commercial uses designed to serve both the immediate neighborhood and the surrounding community. These uses will provide convenient access to everyday goods and services, as well as opportunities for unique shopping and dining experiences. The mixed-use areas are strategically located at the intersection of Ontario Ranch Road and Grove Avenue, a prime location that offers strong visibility and convenient access. In addition, the mixed-use areas are anchored by a segment of the future Grand Park, creating opportunities to establish an attractive destination for social gathering, shopping, dining, and community activities.

The Specific Plan will also ensure the community includes well-designed and highly functional amenities. This will be achieved through comprehensive landscape and open space standards, including requirements for private open space, paseos and trails, durable and attractive landscape palettes, and thoughtfully designed streetscapes that contribute to visually appealing and cohesive community spaces.

Infrastructure and Services. The backbone infrastructure needed to serve the entire Specific Plan area will be constructed by the developers in accordance with the Ontario Ranch Streets Master Plan and the Ontario Utilities Master Plan. The timing of development phases and the required infrastructure improvements will be established and approved through a future Development Agreement.

PLANNING COMMISSION REVIEW: On February 24, 2026, the Planning Commission held a public hearing on the proposed CenterPark Specific Plan and voted (7-0) recommending City Council approval of the Focused Environmental Impact Report including a Statement of Overriding Consideration and a Mitigation Monitoring and Reporting Program, and the CenterPark Specific Plan, File No. PSP24-002.

ENVIRONMENTAL REVIEW: A Focused Environmental Impact Report (State Clearinghouse No. 2025060731) along with a Consistency Determination Memo (as permitted through CEQA Guidelines Section 15183) was prepared for the proposed CenterPark Specific Plan. The Focused EIR addressed potential impacts to Historic Cultural Resources and Biological Resources and resulted in significant unavoidable impacts for both as follows:

- Historic Resources - Even with the implementation of all feasible mitigation measures, the Specific Plan could result in the demolition or relocation of identified historic structures. Under CEQA, this is considered a significant and unavoidable impact to Historic Resources.
- Biological Resources – Several properties within the Specific Plan boundary were not accessible for property site surveys and technical studies. These areas are identified as Ownership Area 2. Since access could not be obtained, the potential impacts to Biological Resources are unknown and therefore could result, even with the implementation of all feasible mitigation measures, in a significant and unavoidable impact. However, as a mitigation, future development on these parcels will be required to complete the necessary studies as part of their project proposal.

The City also prepared a 15183 Consistency Analysis (which is an appendix to the Focused EIR), to document that the proposed Project is consistent with the City's The Ontario Plan (TOP) 2050 and its associated Supplemental EIR. With the exception of potential impacts to historic and biological resources, the Project was adequately addressed in the TOP 2050 Supplemental EIR and does not represent a new or more severe significant impact, nor does it represent a new or more severe impact related to off-site infrastructure or cumulative impacts.

Although the Focused EIR provided mitigation measures for both Historic Resources and Biological Resources, the circumstances still resulted in significant unavoidable impacts. While mitigation of all potential impacts to a level of less than significant is desirable, the fact that some areas within the Project site will remain significant and unavoidable is not unexpected. The identification of these impacts as significant and unavoidable also supports and confirms the environmental analysis previously completed for The Ontario Plan 2050 Policy Plan EIR. During the 45-day public review period, concerns were raised regarding the validity of the environmental analysis. In response, staff reaffirmed that the CEQA analysis prepared for the Specific Plan complies with all applicable requirements and is adequate. Formal responses to comments on the Environmental Analysis are included in the project's Final EIR. Staff believes that the benefits of the proposed

development outweigh the potential environmental impacts and therefore recommends that the City Council adopt a Statement of Overriding Considerations and certify the proposed Focused EIR.

CITY OF ONTARIO PLANNING DEPARTMENT

PLANNING COMMISSION AGENDA REPORT

February 24, 2026

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Email: PlanningDirector@OntarioCA.gov

FILE NO.: PSP24-002

SUBJECT: A public hearing to consider certification of a Focused Environmental Impact Report (SCH#2025060731), including the adoption of a Mitigation Monitoring and Reporting Program and a Statement of Overriding Consideration, in conjunction with a Specific Plan (File No. PSP24-002 – CenterPark Specific Plan) to establish the land use districts, development standards, design guidelines, and infrastructure improvements for the potential development of up to 4,293 residential dwelling units, 115,809 square feet of retail land uses, 135,110 square feet of office uses, and 68 acres of open space parkland/non-recreational uses on approximately 258 acres of land generally bounded by the Southern California Edison (SCE) easement roughly 500 feet north of Ontario Ranch Road, Walker Avenue to the east, Campus Avenue to the west, and southern boundary roughly 1,300 feet north of Eucalyptus Avenue, within the proposed MDR (Medium Density Residential) and MU (Mixed Use) districts of the proposed CenterPark Specific Plan; (APNs: 1053-301-01, -02; 1053-311-01, -02, 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01,-02, -09; 0216-321-03, -08; 0216-322-03, -04, -10); **submitted by RCCD, Inc. City Council action is required.**

PROPERTY OWNER: Ontario Ranch Venture I, LLC. and Ontario Ranch Venture II, LLC.

RECOMMENDED ACTION: That the Planning Commission consider and recommend the following:

1) A Resolution recommending the City Council adopt and certify the CenterPark Specific Plan Draft Focused Environmental Impact Report, including a Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations; and

2) A Resolution recommending the City Council approve the CenterPark Specific Plan (File No. PSP24-002).

BACKGROUND: The Ontario Plan ("TOP") Policy Plan (general plan) provides the basic framework for development within the 8,200-acre area commonly referred to as Ontario Ranch. The Policy Plan requires City Council approval of a Specific Plan for new developments of 10 acres or more within Ontario Ranch. A Specific Plan is required to

Case Planner:	Rafael Torres
Planning Director Approval:	
Submittal Date:	2/9/2026

Hearing Body	*Date*	*Decision*	*Action*
DAB			
PC	2/24/26	Approval	Recommend
CC	3/17/26		Final

ensure that sufficient land area is included to achieve cohesive, unified districts and neighborhoods. Additionally, a Specific Plan is required to incorporate a development framework for detailed land use, circulation, infrastructure improvements (such as drainage, sewer, and water facilities), provision for public services (including parks and schools), and urban design and landscape standards.

The Project site is within the SP (Specific Plan) zoning district, the AG (Agricultural) Overlay, CNO (Chino Airport) Overlay and AH (Affordable Housing) Overlay zoning districts and is currently used for agriculture and dairy farm purposes. Development and improvements within such zoning districts require the establishment of a Specific Plan document with land uses and regulations that are consistent with The Ontario Plan 2050 ("TOP 2050").

On January 27, 2010, the Ontario City Council certified The Ontario Plan Environmental Impact Report in conjunction with File No. PGPA06-001 (City Council Resolution No. 2010-006), and on August 16, 2022, the Ontario City Council certified The Ontario Plan 2050 Update Supplemental Environmental Impact Report in conjunction with File No. PGPA20-002 (City Council Resolution No. 2022-129).

On July 12, 2024, the Applicant submitted an application for a Specific Plan (File No. PSP24-002), which will establish land use designations, development standards, and design guidelines that will apply to 258 acres of land generally bounded by Walker, Campus, and Eucalyptus Avenues and Ontario Ranch Road. The proposed Specific Plan will rezone the 258 acres of land and allow for a total of 4,293 residential dwelling units, 115,809 square feet of retail development, 135,110 square feet of office development, and approximately 68 acres of open space and non-recreational uses. Planning Commission recommendation of approval to the City Council is requested for the CenterPark Specific Plan.

PROJECT SETTING: The Project site consists of 29 parcels covering approximately 258 acres of land generally bounded to the north by a Southern California Edison (SCE) easement, to the west by Campus Avenue, to the east by Walker Avenue, to the south by Eucalyptus Avenue, and bisected by Ontario Ranch Road, see Figure 1: Project Location, below.

The Project site is generally undeveloped with existing agricultural operations scattered throughout the area. Rural residential housing, farm buildings, and other ancillary facilities occupy the Project areas and currently are not in operation. There are active Williamson Act Contracts (Contract #s 68-109 and 71-333) on APNs 1053-311-02, 1053-301-01, -02; however, a notice of non-renewal was recorded, starting the process to terminate the Contract. Cancellation will comply with provisions and requirements identified in Government Code Section 51280 et seq. The city will be required to make the statutory findings, and the landowner will be required to pay the requisite cancellation fee.

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 (see Technical Appendix).

PROJECT ANALYSIS:

(1) Specific Plan (File No. PSP24-002) — A Specific Plan establishes a comprehensive set of design guidelines and development regulations to guide and regulate site planning, landscape, and architectural character, ensuring that excellence in community design is achieved during Project development and establishes procedures and requirements to approve new development within the Project site to ensure that The Ontario Plan 2050 (TOP) Policy Plan goals and policies are achieved.

The CenterPark Specific Plan proposes to provide zoning regulations for development by establishing permitted land use, development standards, infrastructure requirements, and implementation requirements for the development of approximately 258 acres of land within the Specific Plan boundaries. The Specific Plan proposes a land use plan that includes a mixture of uses and is based on the traditional neighborhood design, principles, and concepts that include pedestrian and bicycle connectivity, a traditional grid street network, and a variety of housing types and architectural styles. The Specific Plan is unique in that the Specific Plan implements a mixed-use component that features residential, office, and retail uses located within the center portion of the Project with direct access to the Grand Park (see Exhibit B: CenterPark Specific Plan Land Use Map, attached). The Specific Plan comprises the following land use categories:

- Medium Density Residential – 145.77 acres
- Mixed Uses (Residential, Office, Retail) – 44.31 acres
- Public Park (Grand Park) – 55.98 acres

(a) Land Use Plan — The CenterPark Specific Plan consists of 22 Planning Areas that will accommodate residential and mixed-use retail and office developments. The Land Use Plan implements the vision of TOP 2050 by providing opportunities for employment in professional office, and supporting retail at intensities designed to meet the demand of current and future market conditions.

The Specific Plan proposes a potential buildout of up to 4,293 dwelling units across medium density and mixed-use residential designations, 250,919 square feet of office and retail development, and approximately 56 acres of parkland within four (4) proposed phases of construction (see Exhibit E: Proposed Phasing Plan, attached). Planning Areas 19, 20, 21, and 22 total 11.28 acres and are designated as non-recreational open space. The proposed Project is for a specific plan only and does not include any development applications as part of the Project. However, future development of the area will be required to meet all Development Code and CenterPark Specific Plan development standards and architectural design guidelines and will be submitted as separate applications to the City for review (see Exhibit E: Proposed Phasing Plan, attached).

The CenterPark Specific Plan identifies the land use intensity anticipated in the proposed Planning Areas (see Exhibit B: CenterPark Specific Plan Land Use Map, attached). The Specific Plan will be comprised of ten (10) percent of office use with a maximum floor area ratio (FAR) of 0.70, twenty (20) percent retail use with a maximum FAR of 0.30, and

seventy (70) percent residential with a maximum density of 35 dwelling units per acre, within the Mixed-Use areas (Planning Areas 4, 5, 10, and 11). The overall proposed FARs and residential density for the CenterPark Specific Plan are consistent with the TOP 2050 Policy Plan Land Use designations for Medium-Density Residential and Mixed-Use – CenterPark (see Exhibit C: CenterPark Specific Plan Land Use Summary, attached).

(b) Community Design/Layout — The CenterPark Specific Plan organizes residential, office, and retail development areas around a simple and understandable grid pattern of streets with the focal point of the Specific Plan being the City's "Grand Park", a planned 450-acre park extending approximately four miles across the southern portion of Ontario Ranch.

(c) Design Guidelines — The design theme and concept for the CenterPark Specific Plan was created to ensure a high, quality, attractive and cohesive design structure for the Specific Plan. The design guidelines provide the following objectives for all future development within the Specific Plan area:

- Creating a functional and sustainable place that ensures the CenterPark Specific Plan is competitive regionally and appropriate in the Ontario Ranch community.
- Illustrates the distinctive characteristics of the three land use districts: Residential, Mixed Use, Parkland and Open Space – Nonrecreational.
- Establishes criteria for building design and materials, landscape design, and site design that provide guidance to developers, buildings, architects, landscape architects, and other professionals preparing plans for construction.
- Provides guidance to City staff and the Planning Commission in the review and evaluation of future development projects in the CenterPark Specific Plan area.
- Incorporates construction and landscape design standards that promote energy and water conservation strategies.
- Residential neighborhoods that are designed for the enhancement of an outdoor lifestyle within easy walking and biking distance to the Grand Park.
- A network of sidewalks is provided throughout the community connecting neighborhoods and parks.
- A network of trails, including multi-use trails along Ontario Ranch Road, Campus and Grove Avenue and Class 1 bike paths within the Grand Park and bicycle accessibility throughout the community.
- Diversity in architectural design is provided for Grand Park including varied styles, articulated with elements true to the architectural characteristics of each style.
- Streets are designed in a simple grid system with short blocks promoting a sense of connectivity with surrounding neighborhoods.

The Design Guidelines have been established to promote high-quality architecture as required by the Ontario Development Code and TOP 2050. The proposed architectural

theme of the Specific Plan incorporates various architectural styles, and the planning areas will be designed to be compatible with and complement one another. The CenterPark Specific Plan provides examples of the type of residential and mixed-use concepts that are envisioned to be constructed within the Specific Plan (see Exhibits F and G: Proposed Architectural Design/Guidelines, attached).

(d) Residential Design — The CenterPark Specific Plan Design Guidelines guide the physical character of all future residential developments and all community features, including landscape treatment within the Project. The community character will establish a unified aesthetic treatment responding to the community's main feature, Grand Park.

The residential design guidelines for the Specific Plan places attention on the human-scale, which will enhance the pedestrian friendly character of the community. These details include the use of front porches, railings, enhanced entries, a mix of materials and textures, and utilization of authentic detailing on elements such as windows, doors, columns, balconies, and lighting. Garage placements have been designed to de-emphasize the visual impact of garage doors on the street scenic views.

The community vision for CenterPark is based upon the architectural influences found in Ontario. The architectural styles selected are reflective to the historic and emerging architectural styles of Southern California. Architectural influences appropriate within CenterPark include the following:

- Traditional Architecture Influences – including architectural styles as Colonial, East Coast, and American Farmhouse styles.
- Spanish Architecture Influences – including architectural styles such as Spanish Colonial, Mission, Monterey, and Santa Barbara styles.
- Southern California Influences – including architectural styles such as Ranch, Craftsman, and Bungalow vernaculars styles.
- Art Deco/Modern Influences – including architectural styles such as Mid-Century Contemporary and Bauhaus styles.
- Adaptive Traditional Influences – including architectural styles such as Colonial, Victorian, American Tradition, and Farmhouse styles.
- Transitional Southern European Influences – including architectural styles establishing transitional interpretation of Spanish, Tuscan, and Italianate architecture styles.
- Transitional Southern California Influences – including architectural styles such as Craftsman and Ranch style homes.
- Transitional Influences – including modern interpretations of the architectural styles outlined above and contemporary styles based on climatic or other contextual influences.

The Specific Plan requires all buildings to be designed to highlight the primary entryways by incorporating special materials, visual relief, massing and shading. Additionally, the facades that front onto a public street must incorporate vertical and horizontal articulation and material changes that will assist in enhancing these elevations and

providing visual interest from the public view (see Exhibits F and G: Proposed Architectural Design/Guidelines, attached).

(e) Residential Development — The TOP Policy Plan establishes land use designations for the Project site with a development capacity of 4,293 dwelling units. The development capacity reflects an assumed build-out density of 22 dwelling units per acre (before required dedications) for MDR (Medium Density Residential) and 35 dwelling units per acre for MU (Mixed-Use) residential.

The TOP Policy Plan allows for developments that encompass multiple properties and contain more than one land use designation to blend residential densities within the Specific Plan, not to exceed the permitted units within the Planning Area.

The planned residential units will be contained within 13 distinctive Planning Areas. Planning Areas 1-3 and 6-9 are comprised of Medium Density Residential (11.1-25 du/ac). Planning Areas 4, 5, 10, and 11 are comprised of Mixed Use residential, office, and retail uses (see Exhibit C: CenterPark Land Use Summary, attached).

(f) Circulation Concept — The circulation plan for the Specific Plan reinforces the objective of moving vehicles, pedestrians, cyclists, and public transit safely and efficiently through and around the Project. The Specific Plan establishes the hierarchy and general location of roadways in and around the project boundary. The circulation plan reinforces the objective of implementing a traditional neighborhood design. The Project provides efficient circulation for vehicle traffic and a safe environment for pedestrian movement and bicycle traffic, that reduces the reliance on the auto use for travel. Transit stops and bus turnouts will be provided as required by the City's and Omnitrans.

The primary entrances into the Project will occur along Walker Avenue from the east, Campus Avenue from the west, and Grove and Bon View Avenues from the north and south. The Project is bisected by Ontario Ranch Road in an east-west direction connecting to Walker Avenue and Campus Avenue and providing internal access and connectivity between the residential and Mixed-Use areas (see Exhibit D: Circulation Plan, attached).

Traffic signals are planned at the following intersections:

- Ontario Ranch Road and (future) Parco Avenue
- Ontario Ranch Road and (future) Walker Avenue
- (Future) Grand Park Avenue and (future) Walker Avenue
- Ontario Ranch Road and Grove Avenue
- (Future) Grand Park Avenue and (future) Grove Avenue
- Ontario Ranch Road and (future) Cucamonga Avenue
- Ontario Ranch Road and (future) Bon View Avenue
- Ontario Ranch Road and (future) Campus Avenue; and
- (Future) Grand Park Avenue and (future) Campus Avenue

Public local streets within residential areas are designed to distribute vehicular traffic from the Master Plan streets adjacent to the Project site into and through residential neighborhoods. All neighborhoods within CenterPark will feature streets with sidewalks that will be separated by landscaped parkways ranging from 5 to 7 feet wide, to provide visual interest. The sidewalks within CenterPark will help promote pedestrian mobility and serve to enhance pedestrian orientation for neighborhoods. Street traffic calming will be provided by incorporating roundabouts (traffic circles) at local street intersections and narrowing the pavement intersections with chokers.

Right-of-way improvements along the streets are provided in the Specific Plan and are consistent with the City's Master Plan of Streets. The right-of-way of Ontario Ranch Road will be 160 feet wide and will feature four lanes in each direction with raised medians that are 26 feet wide. Grove Avenue will be 124 feet wide with two lanes in each direction with raised medians that are 28 feet wide, Walker Avenue will be 88 feet wide with one lane in each direction, and Campus Avenue will be 108 feet wide with two lanes in each direction. Bon View Avenue and Cucamonga Avenue will be designed at 66 feet wide and categorized as two-lane Collector Streets.

Each street will include a parkway, sidewalk, and landscape buffer. Ontario Ranch Road, Grove Avenue, and Campus Avenue will be designed with multi-purpose trails within the neighborhood edge, however the trail on Walker Avenue is planned on the east side of the street and the development and design will be addressed in a different specific plan.

(g) Landscaping — The landscape design for CenterPark Specific Plan encourages durable landscape materials and designs that enhance the aesthetics of the structures, create and define public and private spaces, and provide shade and environmental benefits. Plant Matrix Tables 7-1A though 7-1C in the Center Park Specific Plan, establishes a base palette for the Specific Plan and includes a variety of groundcovers, shrubs, ornamental grasses, and evergreen and deciduous trees. The selections complement the design theme of the Specific Plan area and features water-efficient, drought-tolerant species native to the region. Similar plant materials may be substituted for the species listed in the tables– Plant Matrix if the alternative plants are climate appropriate and enhance the thematic setting.

Ontario Ranch Road will be required to provide a 35-foot-wide neighborhood edge. The overall landscape design for CenterPark was organized to help define the basic landscape principles for the Specific Plan, with specific treatments along the streets establishing the general framework for the planned community. Tree planting within landscape buffers and neighborhood edges, combined with the master planned street trees and landscape treatment along public and private streets and private drives, will create a spatial hierarchy and visual character throughout the community.

To implement these principles, the following design criteria have been established within the Specific Plan:

- Community Entries – Monumentation occurs throughout the CenterPark community, and the theme is designed to create a hierarchy for the community. At key entries, a landscape and monumentation program will be utilized to help identify the community as well as convey a welcoming feeling for both vehicular and pedestrian traffic.

  Primary entries into the CenterPark community will occur along Ontario Ranch Road, Campus Avenue, Grove Avenue, Parco Avenue, and Walker Avenue. These primary entries will feature an informal setting of evergreen and deciduous trees, specimen trees, and decorative monumentation to provide a recognizable gateway and emphasize the pedestrian-friendly character of CenterPark.

- Arterial and Collector Streetscapes – Streetscape design guidelines establish a hierarchy for the landscape development along the surrounding roadways, as well as it establishes a framework for consistency of design. Two master plan principal arterials (Ontario Ranch Road and Grove Avenue) provide access into the CenterPark community. The arterials are designed to traverse and intersect CenterPark at the mixed-use planning areas and will provide a gateway to the City of Ontario's Grand Park. The streetscapes for these streets include formal landscape parkway designs, neighborhood edges, and landscape medians. Special theme trees and plant materials will be utilized within the parkways and neighborhood edges to establish a special theme/character for the community. The neighborhood edges will vary from 45-50 feet on Ontario Ranch Road, 40 feet on Grove Avenue, 35 feet on Campus Avenue and 30 feet on Walker Avenue.

- Residential Interior Streetscape – Streetscape design within the interior of CenterPark will be designed to be consistent in character with the perimeter streetscapes, to help promote pedestrian circulation throughout the community and Grand Park. The streetscape design for interior streets establishes opportunities for neighborhood interaction through provisions of informal parks, gathering areas, and a network of paseos and sidewalks. Walkable streets encourage pedestrian activity by creating an atmosphere that is geared toward pedestrians. Residential streets within the CenterPark create a hometown appeal of a traditional community that would include 12-foot-wide parkways with curb-separated sidewalks, minimum 24-inch box size trees within the parkways, and larger size planted trees in focal areas, such as street corners and tapered intersections.

- Parks and Trails – Grand Park extends east from Campus Avenue to Haven Avenue. CenterPark will be located immediately to the north of the Grand Park, between Campus Avenue and Walker Avenue. The design of Grand Park is still evolving but may include community buildings, an amphitheater, water features, urban forest areas, and special community gardens. The overall design of the Grand Park will be consistent with the Grand Park Master Plan.

Pocket parks will be developed within each residential Planning Area. Typical recreational improvements for pocket parks include tot lots, picnic and barbecue facilities, multipurpose trails, and informal play areas.

Bike paths will be provided along the right-of-way of Eucalyptus Avenue and Walker Avenue, on both sides of the street. The bike trail system is planned as part of the Grand Park master plan and will connect to some communities within CenterPark.

(h) Infrastructure and Services — The backbone infrastructure to serve all areas of the Specific Plan will be installed by the developers in accordance with the Ontario Ranch Master Plan for streets, water (including recycled water), sewer, storm drain, and fiber optic facilities. Natural gas will be provided by Southern California Gas Company and electricity by Southern California Edison ("SCE"). Development of the Project requires the installation by the developer of all infrastructure necessary to serve the Project as a standalone development. The phasing and required improvements will be outlined and approved via the Development Agreement (File No. PDA25-001).

(i) Specific Plan Phasing — The phasing of development within the CenterPark Specific Plan will be determined by the various developers, development agreements, and based upon the market conditions. The Specific Plan proposes four (4) phases for the Project (see Exhibit E: Conceptual Phasing Plan, attached).

(j) Signage — All future signage will be subject to review and approval of a comprehensive sign program for the Specific Plan area. A sign program will facilitate the integration of the signs within the overall site and building design to create a unified visual statement and provide for flexible application of sign regulations in the design and display of multiple signs. Key provisions will include entry monument, center and tenant identification signage, traffic and wayfinding signs, building signs, secondary monumentation, and visitor and directional signage. Prior to the issuance of a Building Permit for the installation of any new sign, the Applicant is required to submit Sign Plans for Planning Department review and approval.

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 Project site 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 received a written correspondence in objection to the Project's proposed land use designations. Other than the one written correspondence, staff has not received any other 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 Resolution 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 recommending 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.

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for File No. PSP24-002, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the 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 California Airport Land Use Planning Handbook and the Chino ALUCP.

COMPLIANCE WITH THE ONTARIO PLAN 2050: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050 (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
- Focus Resources on Ontario's Commercial and Residential Neighborhoods
- Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
- Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

(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.

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

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.

- G1-1 Consistency with Policies. We require that staff recommendations to the City Council be consistent with adopted City Council Priorities (Goals and Objectives) and The Policy Pan.

- G1-2 Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.

(4) Policy Plan (General Plan)

Land Use Element

Goal LU-1 Balance: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

- LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

- LU-1.6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.

- LU-2.1 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-2.5 Regulation of Uses. We regulate the location, concentration, and operation of uses that have impacts on surrounding land uses.

- LU-2.6 Infrastructure Compatibility: We require infrastructure to be aesthetically pleasing and in context with the community character.

- LU-2.11 Context-Aware Transitions and Connections. We require new development projects and land-planning efforts to provide context-aware and appropriate transitions and connections between existing and planned neighborhoods, blocks, sites, and buildings.

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.

Goal LU-5 Airport Planning: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.

- LU-5.7 ALUCP Consistency with Land Use Regulations. We comply with state law that requires general plans, specific plans, and all new development to be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public-use airport.

Housing Element

Goal H-1 Neighborhoods & Housing: Stable neighborhoods of quality housing, ample community services, and public facilities, well-maintained infrastructure, and public safety that foster a positive sense of identity.

- H-1.2 Neighborhood Conditions. We direct efforts to improve the long-term sustainability of neighborhoods through comprehensive planning, provision of neighborhood amenities, rehabilitation and maintenance of housing, and community building efforts.

- H-1.5 Neighborhood Identity. We strengthen neighborhood identity through creating parks and recreational outlets, sponsoring neighborhood events, and encouraging resident participation in the planning and improvement of their neighborhoods.

Goal H-2 Housing Supply & Diversity: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

- H-2.1 Corridor Housing. We revitalize transportation corridors by encouraging the production of higher density residential and mixed-uses that are architecturally, functionally, and aesthetically suited to corridors.

- H-2.4 Ontario Ranch. We support a premier lifestyle community in the Ontario Ranch, distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.

- H-2.5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

Community Economics Element

Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

- CE-1.1 Jobs-Housing Balance. We pursue improvement to the Inland Empire's balance between jobs and housing by promoting jobs growth that reduces the regional economy's reliance on out-commuting.

- 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.

- CE-1.6 Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.

Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

- CE-2.1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.

- CE-2.2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create

appropriately unique, functional, and sustainable places that will compete well with their competition within the region.

- CE-2.4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

- CE-2.5 Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

Mobility Element

Goal M-1 Roadway System: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.

- M-1.4 Complete Streets. We work to provide a complete, balanced, context-aware, multimodal transportation network that meets the needs of all users of streets, roads, and highways, including motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, movers of commercial goods, and users of public transportation. We prioritize implementation of complete streets improvements in environmental justice areas to facilitate opportunities for residents to use active transportation systems.

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.

- CD-1.3 Existing Neighborhoods. We require the existing character of viable residential and non-residential neighborhoods be preserved, protected, and enhanced.

- CD-1.4 Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting. The extent of enhancement should be appropriate to the use, type, and context of each corridor.

Goal CD-2 Design Quality: 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-2.2 Neighborhood Design. We create distinct residential neighborhoods that promote a sense of community and identity by emphasizing access, connectivity, livability, and social interaction through such elements as:

    1. A pattern of smaller, walkable blocks that promote activity, safety, and access to nearby amenities and services;

    2. Varied parcel sizes and lot configurations to accommodate a diversity of housing types;

    3. Traffic calming measures to slow traffic and promote walkability while maintaining acceptable traffic flows and emergency evacuation access;

    4. Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate; and

    5. Landscaped parkways, with sidewalks separated from the curb and designed to maximize safety, comfort, and aesthetics for all users.

- CD-2.3 Commercial Areas. We desire commercial areas and centers to be distinctive, pedestrian friendly, functional, and vibrant with a range of businesses, places to gather, and connectivity to the neighborhoods they serve.

- CD-2.5 Streetscapes. We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity, and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.

- CD-2.6 Connectivity. We promote development of local street patterns, multimodal networks, and connected public spaces that create and unify neighborhoods, rather than divide them, and create cohesive and continuous corridors, rather than independent "islands" through the following means:

    1. Local street networks that provide access both between subdivisions and within neighborhoods and discourage through traffic;

    2. A local street system that is logical and understandable for the user. A grid system is preferred to avoid circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials and to provide adequate emergency and evacuation access; and

    3. Pedestrian and bicycle networks that provide convenient access to neighborhoods and nearby destinations, such as schools, parks, other public spaces, commercial areas, and transit stops.

- CD-2.10 Parking Areas. We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:

    1. Surface parking: Shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field;

    2. Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.

- CD-2.8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and

parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.

- CD-2.9 Landscape Design. We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

- CD-2.11 Entry Statements. We encourage the inclusion of amenities, signage, and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

- CD-2.12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures

- 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.

Goal CD-5 Protection of Investment: A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects property values and encourages additional public and private investments.

- CD-5.1 Maintenance of Buildings and Property. We require all public and privately-owned buildings and property (including trails and easements) to be properly and consistently maintained.

- CD-5.2 Maintenance of Infrastructure. We require the continual maintenance of the infrastructure.

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 includes properties listed 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 Specific Plan is located in what was formerly the City of Ontario Sphere of Influence ("SOI") area, which consists of roughly 8,200 acres at the south end of the City. On January 7,1998, the City of Ontario adopted the New Model Colony ("NMC") General Plan Amendment, setting forth a comprehensive strategy for the future development of the SOI. The NMC is bound by Riverside Drive to the north, Milliken Avenue to the east, Euclid Avenue to the west, and Merrill Avenue/Bellegrave to the south.

Since the adoption of the NMC General Plan Amendment, the City has updated the General Plan on different occasions. On January 27, 2010, the City adopted The Ontario Plan and certified the accompanying Environmental Impact Report (SCH# 2008101140). On August 16, 2022, the City adopted The Ontario Plan 2050 (TOP 2050), which was an

update to The Ontario Plan adopted in 2010, and included the certification of an accompanying Supplemental Environmental Impact Report (SCH# 2021070364). The Policy Plan component of TOP 2050 serves as the General Plan for the entire City, including the NMC (now referred to as "Ontario Ranch"). TOP 2050 identified many areas that might have potentially significant impacts on the environment. These areas included 1) Aesthetics; 2) Biological Resources; 3) Geology and Soils; 4) Hazards and Hazardous Materials; 5) Hydrology and Water Quality; 6) Land Use and Planning; 7) Mineral Resources; 8) Population and Housing; 9) Public Services; 10) Recreation; and 11) Utilities and Service systems. Through the EIR process, these potential impacts were analyzed, revisions were incorporated into the plan, and/or mitigation measures were identified that reduced the potential environmental impacts to a level that was less than significant.

TOP 2050 also identified several potential impacts that, even with revisions and/or mitigation measures, could not be reduced to a level of less than significant. These areas included Air Quality, Cultural Resources, Noise, and Transportation. While these impacts will be significant and unavoidable, the City determined that the benefits of the Ontario Ranch development outweigh the potential unavoidable, adverse impacts of the plan. As a result, the City adopted a Statement of Overriding Considerations for those impacts that could not be fully mitigated to a level of less than significant.

The TOP 2050 EIR analyses focused on the program, or "big picture" impacts associated with development. With the submittal of the CenterPark Specific Plan, staff is charged with evaluating the potential impacts of development at the project level, looking specifically at the project proposal and any potential environmental impacts associated with it. Staff completed an Initial Study and determined that a Focused EIR needed to be prepared for the Project. The Project's Focused EIR only focuses on the potential environmental impacts associated with Historic and Biological Resources.

Pursuant to CEQA Guidelines Section 15183, the City also prepared a 15183 Consistency Analysis (which is an appendix to the Focused EIR), to document that the proposed Project is consistent with the City's The Ontario Plan (TOP) 2050 and its associated Supplemental EIR, and with the exception of potential impacts to historic and biological resources, the Project is adequately addressed in the prior EIR and does not represent a new or more severe significant impact that is "peculiar" to the Project, nor does it represent a new or more severe impact related to off-site infrastructure or cumulative impacts.

The following topics were addressed in the 15183 Consistency Analysis:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials

- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

The CenterPark Specific Plan Draft Focused EIR evaluates each of these various areas and identifies mitigation measures and/or revisions to the plan to lessen the level of significance. The Draft Focused EIR analyzed the CenterPark Specific Plan land uses, development intensities, conceptual designs, infrastructure requirements, and onsite surveys and studies. However, access on certain properties within the Project site could not be obtained and, therefore, the level of impact cannot be known for categories such as Biological Resources, Geology and Soils, and Hazards and Hazardous Materials since onsite surveys could not be conducted. It is conceivable that, when development is proposed for these certain properties and onsite access is obtained, the potentially significant impacts on Biological Resources, Geology and Soils, and Hazards and Hazardous Materials can be mitigated to be less than significant. Nevertheless, since the level of impact cannot be known for these areas at this time, the CenterPark Draft Focused EIR conservatively concludes that there are significant and unavoidable impacts.

A total of 12 cultural resources with historic structures in the Project were identified as a result of the Cultural Resources Analysis. Three (3) of the identified resources are recommended eligible for listing in the CRHR and/or for designation as a City of Ontario Historic Landmark and are considered historical resources under CEQA. Conditions related to reducing impacts to significance historic built environment resources are recommended, though with the understanding that such actions may not reduce impacts to these resources to less than significant. This analysis also concludes that the Project area has a high sensitivity for historic archaeological resources associated with the dairy farming industry, though maintains a relatively low sensitivity for buried prehistoric archaeological resources as a result of prior disturbance. However, both due to the high sensitivity of historic archaeological resources and due to the fact that the Project area was underlain by Holocene-age soils that would have maintained a moderate-to-high potential for prehistoric archaeological resources prior to disturbance, therefore, it is recommended that conditions related to archaeological monitoring during Project implementation and the process for inadvertent discoveries be included as a part of the proposed Project. With these conditions in place, impacts on unique archaeological resources would be reduced to less than significant.

While mitigation of all potential impacts to a level of less than significant is desirable, the fact that some areas within the Project site will remain significant and unavoidable is not unexpected. The identification of these areas as significant and unavoidable also validates the work previously completed for TOP 2050. Staff continues to believe that the benefits of the proposed development outweigh the potential impacts associated with it. Therefore, staff recommends the Planning Commission recommend certification of the Focused EIR to the City Council and that a Statement of Overriding Considerations be adopted for the Project.

TECHNICAL APPENDIX:

Table 1: Surrounding Zoning and Land Use

	Existing Land Use	***Policy Plan Designation***	***Zoning Designation***	***Specific Plan Land Use***
Site	Nurseries and Field Crops, Dairy Operations, Rural Residential, SCE Easements	AG (Agricultural Overlay); CNO (Chino Airport) Overlay; AH (Affordable Housing) Overlay; MDR (Medium Density Residential); and OS (Open Space Parkland)	SP (Specific Plan)	CenterPark (Proposed)
North	Nurseries and Field Crops, Dairy Operations, and Rural Residential	AG (Agricultural Overlay); CNO (Chino Airport) Overlay; AH (Affordable Housing) Overlay; LMDR (Low Medium Density Residential); and MDR (Medium Density Residential).	SP (Specific Plan)	N/A
South	Dairy Operations and Rural Residential	AG (Agricultural Overlay); CNO (Chino Airport) Overlay; AH (Affordable Housing) Overlay; MU (Mixed Use Eucalyptus); and OS-P (Open Space-Parkland)	SP (Specific Plan)	N/A
East	Field Crops and Rural Residential	AG (Agricultural Overlay); CNO (Chino Airport) Overlay; AH (Affordable Housing) Overlay; OS-P (Open Space-Parkland); MDR (Medium Density Residential); and MU (Mixed Use Great Park)	SP (Specific Plan)	N/A
West	Field Crops and Rural Residential	AG (Agricultural Overlay); CNO (Chino Airport) Overlay; AH (Affordable Housing) Overlay; MU (Mixed Use Great Park)	SP (Specific Plan)	N/A

Exhibit A: PROJECT LOCATION MAP

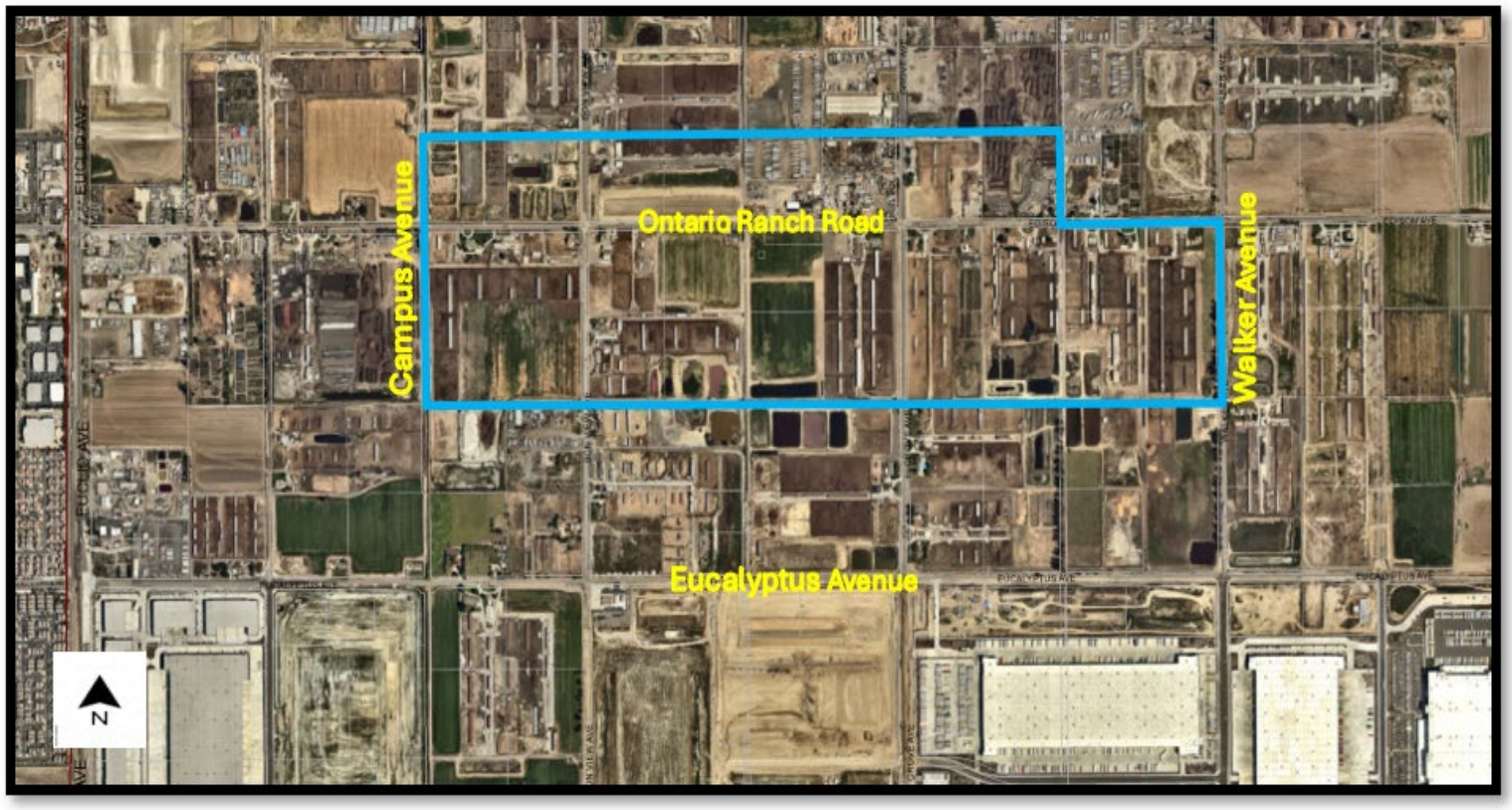


Exhibit B: CENTERPARK SPECIFIC PLAN LAND USE MAP

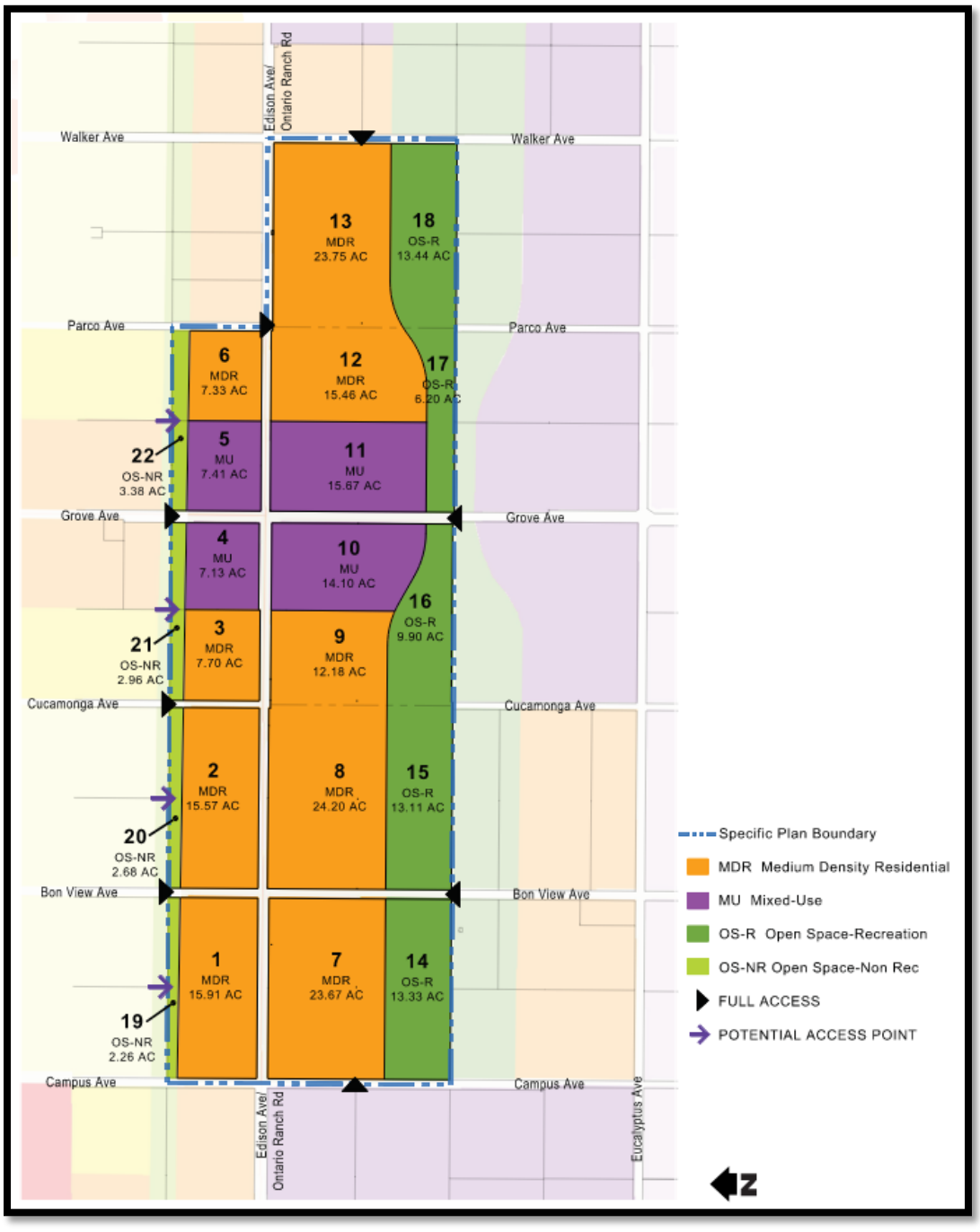


Exhibit C: CENTERPARK SPECIFIC PLAN LAND USE SUMMARY

PA	LAND USE	TOP 2050 ACREAGE	DENSITY PER EIR	MAXIMUM UNITS	MAXIMUM RETAIL	MAXIMUM OFFICE
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
	RESIDENTIAL TOTAL	**176.79 AC**	**24.3 DU/AC**	**4,293 DU**		
	RETAIL TOTAL	**8.86 AC**			**115,809 SF**	
	OFFICE TOTAL	**4.43 AC**				**135,110 SF**
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
	OPEN SPACE TOTAL	**67.26 AC**				
	PROJECT TOTAL	**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

Exhibit D: SPECIFIC PLAN CIRCULATION PLAN

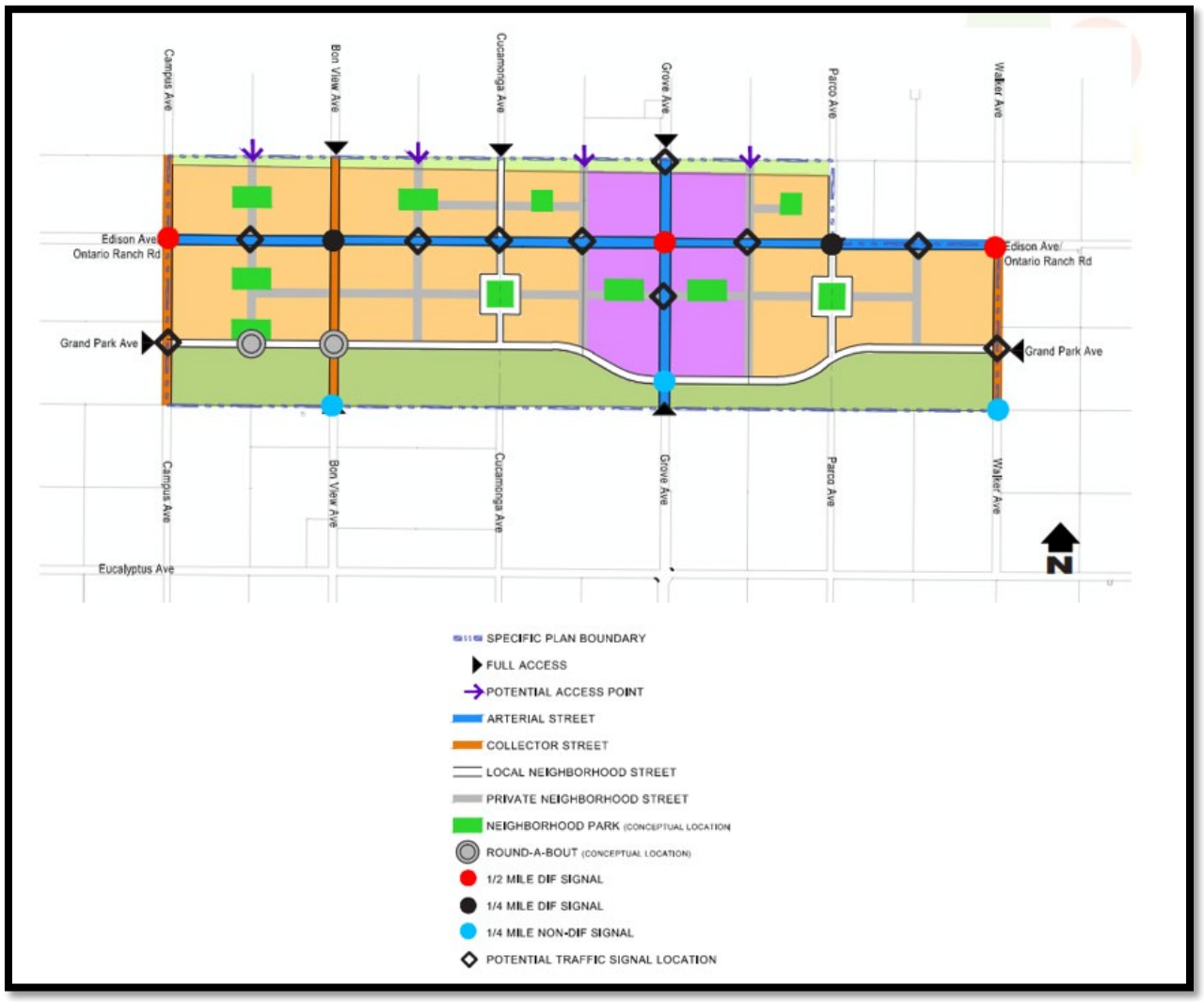


Exhibit E: SPECIFIC PLAN PROPOSED PHASING PLAN

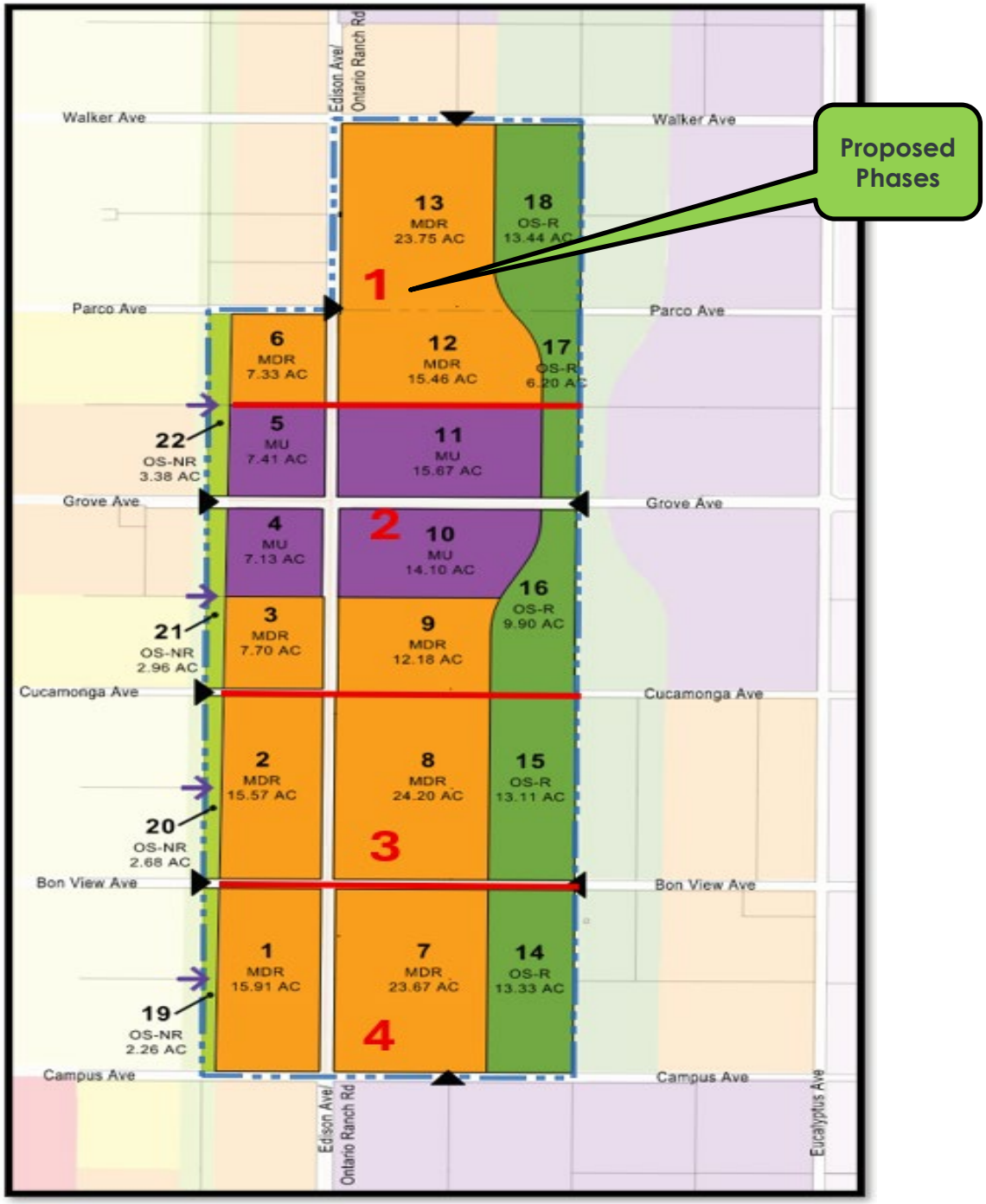
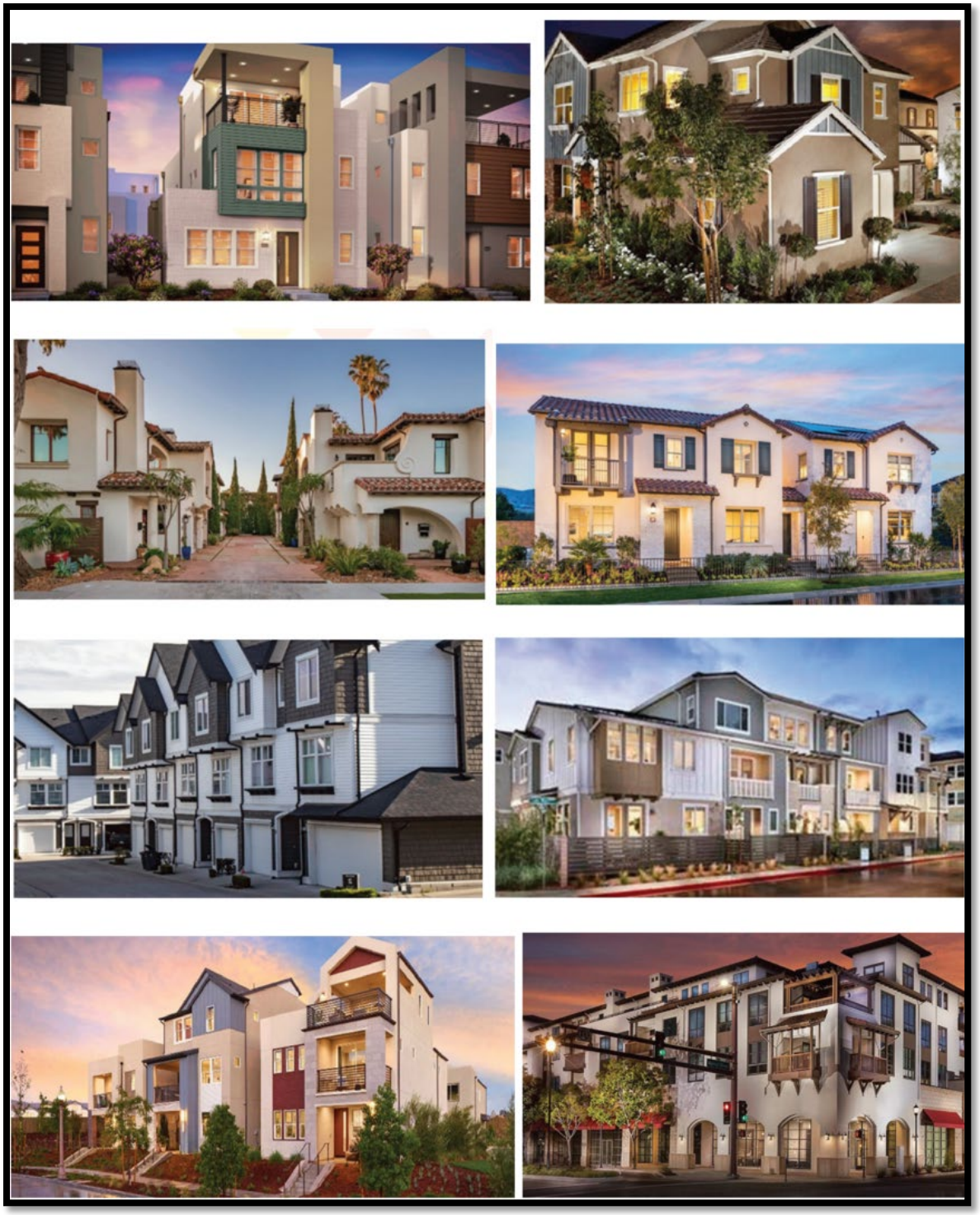


Exhibit F: SPECIFIC PLAN PROPOSED ARCHITECTURE DESIGN/GUIDELINES



RESIDENTIAL ARCHITECTURAL INFLUENCES

Exhibit G: SPECIFIC PLAN PROPOSED ARCHITECTURE DESIGN/GUIDELINES CONT'

OFFICE/RETAIL ARCHITECTURAL INFLUENCES

Exhibit H: THE ONTARIO PLAN LAND USE PLAN

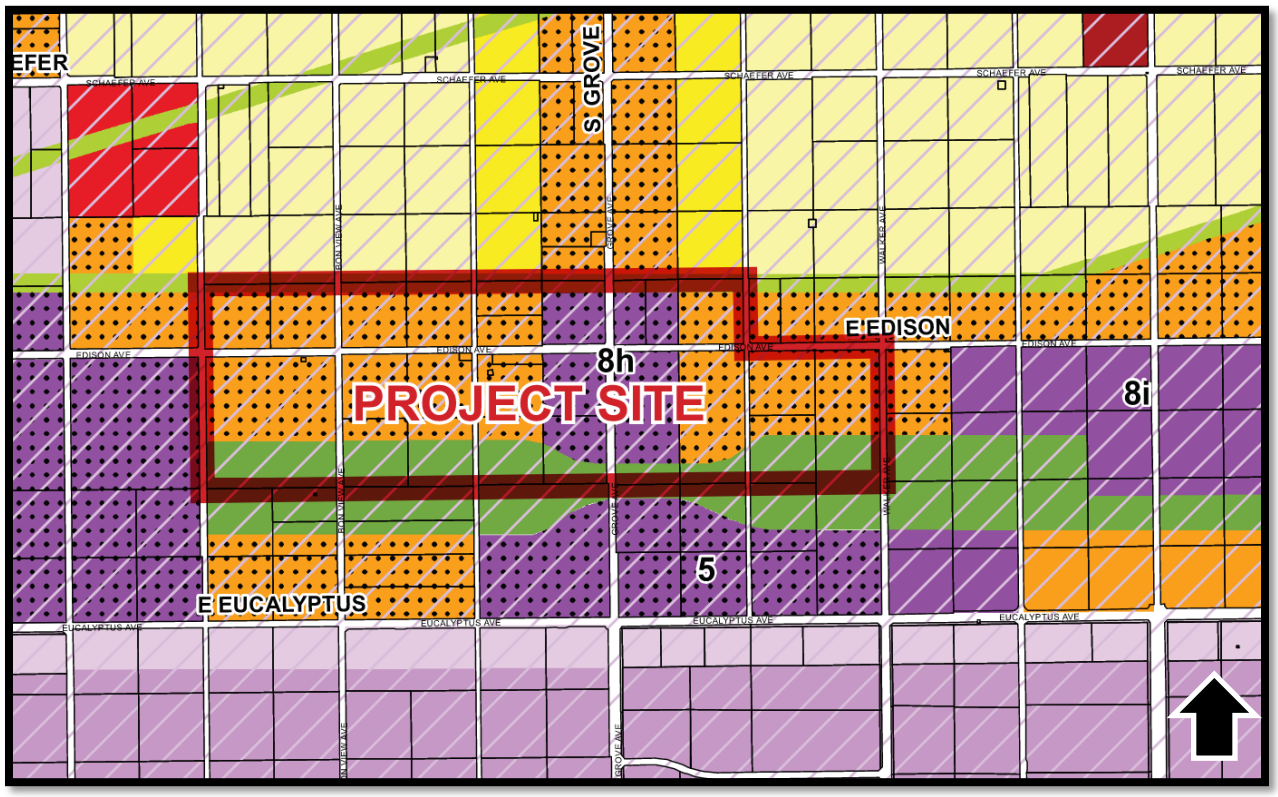


Exhibit I: SITE PHOTOS

Views of intersection between Grove Ave and Ontario Ranch Rd

Views of intersection between Campus Ave and (future) City of Ontario Grand Park

Views of intersection between Walker Ave and Ontario Ranch Rd

Views of intersection between Campus Ave and Ontario Ranch Rd

RESOLUTION NO. PC26-015

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL CERTIFY THE PROJECT FOCUSED ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2025060731) AND ADOPT FINDINGS OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002) THAT WILL ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, DESIGN GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF UP TO 4,293 RESIDENTIAL DWELLING UNITS, 115,809 SQUARE FEET OF RETAIL USES, 135,110 SQUARE FEET OF OFFICE USES, AND 68 ACRES OF OPEN SPACE (PARKLAND/NON-RECREATIONAL USES) ON APPROXIMATELY 258 ACRES OF LAND GENERALLY BOUNDED BY THE SOUTHERN CALIFORNIA EDISON (SCE) EASEMENT ROUGHLY 500 FEET NORTH OF ONTARIO RANCH ROAD, WALKER AVENUE TO THE EAST, CAMPUS AVENUE TO THE WEST, AND SOUTHERN BOUNDARY ROUGHLY 1,300 FEET NORTH OF EUCALYPTUS AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 1053-301-01, -02; 1053-311-01, -02, 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01,-02, -09; 0216-321-03, -08; 0216-322-03, -04, -10

WHEREAS, RCCD, INC. (“Applicant”) has filed an Application for the approval of a Specific Plan, File No. PSP24-002 (CenterPark Specific Plan), for which a Focused Environmental Impact Report has been prepared, as described in the title of this Resolution (hereinafter referred to as “Application”); and

WHEREAS, the Application applies to 258 acres of land with 29 parcels and is generally bounded to the north by a Southern California Edison (SCE) easement, to the west by Campus Avenue, to the east by Walker Avenue, to the south by Eucalyptus Avenue, and bisected by Ontario Ranch Road, within the SP (Specific Plan) AG (Agricultural Overlay) zoning district, and is presently improved with agricultural, dairy, recreational vehicle storage, residential and vacant land uses; and

WHEREAS, the City prepared The Ontario Plan 2050 Final Supplemental Environmental Impact Report (“TOP 2050 EIR”) (State Clearinghouse No. 2025060731) in association with the 2050 General Plan Update (“GPU”) and certified the TOP 2050 EIR on August 16, 2022; and

WHEREAS, the City issued a Notice of Preparation (“NOP”) for the CenterPark Specific Plan for which the public review period extended from June 13, 2025, through

July 14, 2025. The NOP was published in the Inland Valley Daily Bulletin, a newspaper of general circulation in the Project area. The City received comments from multiple agencies on the NOP; and

WHEREAS, pursuant to Public Resources Code (PRC) §21083.9 and State California Environmental Quality Act (CEQA) Guidelines §15082(c) and 15083, a public scoping meeting was held on Wednesday, July 2, 2025, where comments were received; and

WHEREAS, the Project's Focused Environmental Impact Report ("FEIR") for File No. PSP24-002 (State Clearinghouse No. 2025060731) was prepared in accordance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines, and the City of Ontario Guidelines for implementation of the CEQA Guidelines; and

WHEREAS, a Draft Focused Environmental Impact Report ("Draft FEIR") was prepared, incorporating comments received in response to the NOP, and determined that mitigation measures were required to mitigate impacts to a less than significant level for biological resources, and cultural resources, and further concluded that despite the incorporation of all feasible mitigation measures, the proposed Project would nonetheless result in significant and unavoidable impacts relating to biological and cultural resources; and

WHEREAS, after completing the Draft FEIR (State Clearinghouse No. 2025060731), the City released the document for public review for 45-days, beginning December 29, 2025, and concluding February 12, 2026. A Notice of Availability ("NOA") was circulated along with the Draft FEIR and was published in the Inland Valley Daily Bulletin and posted in the Office of the Clerk of the Board of Supervisors of San Bernardino County. The City also provided a Notice of Availability to all organizations and individuals who previously requested such notice; and

WHEREAS, copies of the Draft FEIR were distributed to City departments, and federal, state, local, and agencies and individuals that requested them; and

WHEREAS, during the 45-day comment period on the Draft FEIR, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies and others pursuant to State CEQA Guidelines §15086; and

WHEREAS, one written public comment was received prior to the Planning Commission hearing; and

WHEREAS, the City prepared the Final FEIR, which consists of the Draft FEIR, all technical appendices prepared in support of the Draft Focused EIR, all written comment letters received on the Draft FEIR, written responses to all written comment letters received on the Draft FEIR; and

WHEREAS, the "FEIR" consists of the Final FEIR and its attachments and appendices, as well as the Draft FEIR and its attachments and appendices (as modified by the Final FEIR); and

WHEREAS, pursuant to PRC §21092.5, the City provided copies of the Final FEIR to all commenting public agencies and individuals that requested to provide comments; and

WHEREAS, the City provided a Notice of Public Hearing and/or Intent to Certify a Focused Environmental Impact Report to all organizations and individuals who had previously requested such notice, and published the Notice of Public Hearing, in the Inland Valley Daily Bulletin, a newspaper of general circulation in the Project area; and

WHEREAS, all potential significant adverse environmental impacts were sufficiently analyzed in the Final FEIR; and

WHEREAS, the City of Ontario is the lead agency on the Project, and the Planning Commission is the recommending body for the Project; and

WHEREAS, as contained herein, the City has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all the requirements of CEQA, the State CEQA Guidelines, and the City's Local Guidelines have been satisfied by the City in the FEIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, the FEIR prepared in connection with the Project sufficiently analyzes both the feasible mitigation measures necessary to avoid or substantially lessen the Project's potential environmental impacts and a range of feasible alternatives capable of eliminating or reducing these effects in accordance with CEQA, the State CEQA Guidelines and the City's Local Guidelines; and

WHEREAS, all of the findings and conclusions made by the Planning Commission pursuant to this Resolution are based upon all oral and written evidence presented to it as a whole and are not based solely on the information provided in this Resolution; and

WHEREAS, on February 24, 2026, the Planning Commission of the City of Ontario conducted a duly noticed public hearing on the FEIR at which time all persons wishing to testify were heard and the FEIR was fully studied; and

WHEREAS, no comments made in the public hearings conducted by the City, or any additional information submitted to the City have produced substantial new

information requiring recirculation or additional environmental review under State CEQA Guidelines §15088.5; and

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

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND RESOLVED by the Planning Commission of the City of Ontario, as follows:

SECTION 1: ***Environmental Determination and Findings.*** As the recommending body for the Project, the Planning Commission has reviewed and considered the information contained in the Focused Environmental Impact Report (FEIR) and supporting documentation. Based upon the facts and information contained in the FEIR (State Clearinghouse No. 2025060731) and supporting documentation, the Planning Commission recommends that the City Council make the following findings:

(1) The FEIR contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(2) The FEIR was completed in compliance with CEQA and the Guidelines promulgated thereunder, and the City of Ontario Local CEQA Guidelines; and

(3) The FEIR reflects the independent judgment of the Planning Commission.

SECTION 2: ***Planning Commission Action.*** The Planning Commission does hereby find that based upon the substantial evidence presented to the Planning Commission during the above-referenced hearing and upon the specific findings set forth in Section 1 above, the Planning Commission hereby concludes as follows:

(1) The Project's FEIR analyzed the environmental impacts associated with the implementation of four (4) phases of the CenterPark Specific Plan, and finds that, if the Specific Plan is adopted and development occurs as proposed by this plan, and with implementation of the proposed mitigation measures, the following impacts will still be significant and unavoidable:

(a) Biological Resources – Impacts related to development of Phase 1 could not be analyzed in that biological surveys could not be conducted in this area, and therefore there is potential for significant and unavoidable impacts; and

(d) Cultural (Historic) Resources – Impacts related to demolition of milk barns within the Project site is considered a significant and unavoidable impact; and

(c) Greenhouse Gas Emissions – Project specific impacts and cumulative impacts would remain significant and unavoidable; and

(d) Hazards and Hazardous Materials - Impacts related to development of Phase 2 could not be analyzed in that hazard and hazardous materials surveys could not be conducted in this area, and therefore there is potential for significant and unavoidable impacts.

SECTION 3: ***Recommendation.*** Based upon the findings and conclusions set forth in Section 1 and 2 above, the Planning Commission hereby recommends that the City Council certifies the FEIR, adopts a Statement of Overriding Considerations, and approves the associated Mitigation Monitoring and Reporting Program.

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 24th day of February 2026, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairperson

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. PC26-015, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on February 24, 2026, by the following roll call vote, to wit:

AYES: Anderson, DeDiemar, Gage, Hagman, Lampkin, Marks, Ricci

NOES: None

ABSENT: None

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

CenterPark Specific Plan
Focused Environmental Impact Report
(State Clearinghouse No. 2025060731)

(Document to follow this page)

Draft
Focused Environmental Impact Report

CENTERPARK SPECIFIC PLAN

for the City of Ontario

SCH No. 2025060731

Specific Plan PSP24-002

LEAD AGENCY

City of Ontario
Rafael Torres, Assistant Planner
303 East "B" Street
Ontario, California 91761
(909) 395-2036

CONSULTANT

Kimley-Horn and Associates, Inc.
Kevin Thomas, CEP
3801 University Street, Suite 300
Riverside, California 92501

DECEMBER 2025

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1.0 EXECUTIVE SUMMARY

1.1 Introduction

The Environmental Impact Report (EIR) process, as defined by the California Environmental Quality Act (CEQA), requires the preparation of an objective, full-disclosure document in order to (1) inform agency decision-makers and the general public of the direct and indirect potentially significant environmental effects of a proposed action; (2) identify feasible or potentially feasible mitigation measures to reduce or eliminate potentially significant adverse impacts; and (3) identify and evaluate reasonable alternatives to a project.

CEQA requires that projects subject to approval by a State of California (State) public agency, and that are not otherwise exempt or excluded, undergo an environmental review process to identify and evaluate potential impacts. CEQA Guidelines Section 15050 states that environmental review shall be conducted by the Lead Agency, defined in CEQA Guidelines Section 15367 as the public agency with principal responsibility for approving a project. The Project is subject to approval actions by the City of Ontario (City), which will, therefore, act as the Lead Agency.

In accordance with State CEQA Guidelines Section 15168 (Title 14 of the California Code of Regulations [CCR]), this Draft Focused Environmental Impact Report EIR ("Draft Focused EIR") (State Clearinghouse No. 2025060731) has been prepared as a "Program EIR", as this EIR addresses the proposed CenterPark Specific Plan [the "Project"]) and is intended to cover anticipated future discretionary approvals. In accordance with CEQA Guidelines Section 15123, this section of the Draft Focused EIR provides a brief description of the Project; identifies significant effects and proposed mitigation measures or alternatives that would reduce or avoid those effects; and describes areas of controversy and issues to be resolved.

Pursuant to CEQA Guidelines Section 15183, the Project Applicant for Ownership Area 1 prepared a *CEQA Guidelines Section 15183 Consistency Analysis*, provided as **Appendix F** to this Draft Focused EIR, to document that the proposed Project is consistent with the City's The Ontario Plan 2050 ("TOP 2050") and its associated Supplemental EIR ("TOP EIR"), and with the exception of potential impacts to biological resources and historic resources, the Project is adequately addressed in the prior EIR and does not represent a new or more severe significant impact that is "peculiar" to the Project, nor does it represent a new or more severe impact related to off-site infrastructure or cumulative impacts. The City serves as the applicant for Ownership Area 2. Therefore, this EIR is "focused" solely on the Project's potential to impact biological resources and historic resources.

The Draft Focused EIR considers the "peculiar" Environmental impacts of the Project, as well as the additive effects of growth throughout the City and the region. These latter impacts are referred to as cumulative impacts. The Draft Focused EIR also evaluates a range of potential feasible alternatives anticipated to reduce significant impacts of the Project, including a No Project/No Build Alternative.

Pursuant to CEQA Guidelines Section 15082, the City circulated a Notice of Preparation (NOP) advising public agencies, special districts, and members of the public who had requested such notice that an EIR for the Project was being prepared. The NOP was distributed on June 11, 2025, to solicit comments related

to the proposed construction of the Project. The NOP was circulated with a 30-day public review period ending on July 14, 2025. This process and the comments submitted in response to the NOP are discussed in **Section 2.0: Introduction**, and **Section 1.7: Areas of Controversy**, below.

After receiving public comments on the NOP, the Project was analyzed for its potential to result in environmental impacts. Impacts were evaluated in accordance with the significance criteria presented in Appendix G, "Environmental Checklist Form," of the CEQA Guidelines. The criteria in the Environmental Checklist Form (checklist), was used to determine if the Project would result in, "no impact," "less than significant impact," "less than significant impact with mitigation measures," or "potentially significant impact" to a particular environmental resource. In some instances, a project may use the checklist to provide an initial discussion of a project and to screen out certain topics from a full discussion in the Draft EIR Draft Focused EIR. This Draft Focused EIR discusses the two following environmental resources in CEQA Guidelines, Appendix G, biological resources and historic resources. A table listing the significant Project impacts and any associated mitigation measures is included at the end of this summary in **Table 1-2: Summary of Significant Impacts and Proposed Mitigation Measures**.

This Draft EIR describes the existing environmental resources on the Project site and in the vicinity of the site, analyzes potential impacts on those resources that would or could occur upon initiation of the Project, and identifies mitigation measures that could avoid or reduce the magnitude of those impacts determined to be significant. The environmental impacts evaluated in this Draft Focused EIR concern the following subject areas: biological resources and historic resources.

As noted in the preceding paragraph, public comment was received during the NOP process and included written letters provided to the City. A copy of the letters with the NOP are provided in **Appendix A** to this Draft EIR. The comments were used, as intended, to help inform the discussion of this Draft Focused EIR and help determine the scope and framework of certain topical discussions.

The Draft Focused EIR is subject to further review and comment by the public, as well as responsible agencies and other interested jurisdictions, agencies, and organizations for a period of 45 days after completion.

Following the public review period, written responses to all comments received on the Draft Focused EIR will be prepared. Those written responses, and any other necessary changes to the Draft Focused EIR, will constitute the Final EIR and will be submitted to the City Council for their consideration. If the City finds that the Final EIR is "adequate and complete" in accordance with the CEQA Guidelines, the City may certify the EIR. The City Council would also consider the adoption of Findings of Fact pertaining to the EIR, specific mitigation measures, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Plan (MMRP). Upon review and consideration of the Final EIR, the hearing body would take action concerning the Project.

Regarding the MMRP, CEQA Guidelines Section 15097 requires public agencies to set up monitoring and reporting programs to ensure compliance with mitigation measures, which are adopted or made as a condition of project approval and designed to mitigate or avoid the significant environmental effects identified in environmental impact reports. A MMRP incorporating the mitigation measures set forth in

this EIR will be considered and acted upon by the City decision-makers concurrent with adoption of the findings of this EIR and prior to approval of the Project.

1.2 Environmental Procedures

This Draft Focused EIR has been prepared pursuant to CEQA to assess the environmental effects associated with implementation of the proposed Project, as well as anticipated future discretionary actions and approvals. CEQA established six main objectives for an EIR:

1. Disclose to decision makers and the public the significant environmental effects of proposed activities.
2. Identify ways to avoid or reduce environmental damage.
3. Prevent environmental damage by requiring implementation of feasible alternatives or mitigation measures.
4. Disclose to the public reasons for agency approval of projects with significant environmental effects.
5. Foster interagency coordination in the review of projects.
6. Enhance public participation in the planning process.

An EIR is the most comprehensive form of environmental documentation in CEQA; it is intended to provide an objective, factually supported analysis and full disclosure of the environmental consequences of a proposed project and its potential to result in significant, adverse environmental impacts.

An EIR is one of various decision-making tools used by a lead agency to consider the merits and disadvantages of a project that is subject to its discretionary authority. Before approving a proposed project, the lead agency must consider the information in the EIR; determine whether the EIR was prepared in accordance with CEQA and the CEQA Guidelines; determine that it reflects the independent judgment of the lead agency; adopt findings concerning the project's significant environmental impacts and alternatives; and adopt a statement of overriding considerations if significant impacts cannot be avoided.

EIR Format

Section 1.0. Executive Summary. Summarizes the background and description of the proposed Project, the format of this EIR, Project alternatives, any critical issues remaining to be resolved, and the potential environmental impacts and mitigation measures identified for the Project.

Section 2.0. Introduction. Describes the purpose of this EIR, background on the Project, the notice of preparation, the use of incorporation by reference, and Final EIR certification.

Section 3.0. Project Description. A detailed description of the Project, including its objectives, its area and location, approvals anticipated to be required as part of the Project, necessary environmental clearances, and the intended uses of this EIR.

Section 4.0. Environmental Analysis. Each environmental topic is then analyzed in a separate subsection that discusses: the thresholds used to determine if a significant impact would occur; the methodology to identify and evaluate the potential impacts of the Project; the existing environmental setting; the potential adverse and beneficial effects of the Project; the level of impact significance before mitigation; the mitigation measures for the Project; the level of significance after mitigation is incorporated; and the potential cumulative impacts of the Project and other existing, approved, and proposed development in the area.

Section 5.0. Other CEQA Considerations. Describes the significant unavoidable adverse impacts of the proposed Project as well as the potentially significant irreversible environmental changes associated with the Project. This section also describes the ways in which the proposed Project would cause increases in employment or population that could result in new physical or environmental impacts.

Section 6.0. Alternatives to the Proposed Project. Describes the alternatives and compares their impacts to the impacts of the Project, and includes a discussion of the Environmentally Superior Alternative.

Section 7.0. Effects Found Not to Be Significant. Describes the potential impacts of the Project that were determined not to be significant and were therefore not discussed in detail in this EIR.

Section 8.0. EIR Consultation and Preparation. Lists the people and organizations that were contacted during the preparation of this EIR

Section 9.0. References. A list of all references used to support the environmental analysis.

Appendices. The appendices for this document (in PDF format) comprise these supporting documents:

- Appendix A: Notice of Preparation (NOP) and Scoping Meeting Materials
- Appendix B: Cultural Resources Assessment
- Appendix C1: Biological Resources Technical Report
- Appendix C2: Delhi Sands Flower-Loving Fly Habitat Suitability Assessment
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1.3 Project Overview

Project Location

The CenterPark Specific Plan Project (Project) is made up of 29 existing parcels totaling 257.34 acres in the City of Ontario (City). The City is located approximately 40 miles east of downtown Los Angeles, 20 miles west of downtown San Bernardino, and 30 miles north from the Orange County line.

Regional access to the Project site is provided by Euclid Avenue approximately 0.8 miles west, which connects State Route 60 (SR-60) and Interstate 10 (I-10) to the north. Interstate 15 (I-15) is approximately

4.0 miles to the east and State Route 71 (SR-71) is approximately 3.5 miles to the southwest. SR-71 connects the Project to State Route 91 (SR-91) in unincorporated Riverside County.

The Project site is in the southwestern portion of the City, immediately east of the City of Chino in San Bernardino County. The Project site is bound to the north by a Southern California Edison (SCE) Easement located approximately 330 feet north of Edison Avenue, Eucalyptus Avenue to the south, Campus Avenue to the west, Walker Avenue to the east, and bisected by Edison Avenue. The Assessor Parcel Numbers (APNs) for the Project are 0216-322-03, -04, -10; 0216-311-01, -02, -09; 0216-321-03, -08; 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-311-01, -02; 1053-361-01, -02, -03; 1053-351-01, -02; 1053-371-01, -02; and 1053-301-01, -02.

Project Description

The Project consists of a Specific Plan to allow for a residential and mixed-use retail/office development on 29 parcels covering approximately 257.34 acres in the City. The development would include up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across, and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses, and associated on-site and off-site infrastructure improvements, as described further below. The Project site is comprised of two "Ownership Areas" (representing different ownership conditions) with 22 planning areas.

"Ownership Area 1" is owned by the applicant of the CenterPark Specific Plan. "Ownership Area 2" are parcels owned by others and are included as part of the Specific Plan, with the City serving as the applicant for this ownership area. Ownership Area 1 of the Project includes Planning Areas 5 and 7 through 18, which would allow for the development of up to 3,095 residential dwelling units, 210,544 square feet of mixed-use commercial/retail uses, and 55.98 acres of open-space parkland and non-recreational uses. Ownership Area 2 of the Project includes Planning Areas 1 through 4, 6, and 19 through 22, which would allow for the development of up to 1,198 residential dwelling units and 11.28 acres of open-space parkland and non-recreational uses.

This Focused EIR conservatively evaluates the maximum development potential for Ownership Areas 1 and 2, as permitted in the proposed CenterPark Specific Plan. Ownership Area 1 is expected to start construction in 2026, with an anticipated opening year in 2029. This Focused EIR evaluates Ownership Area 2 at a "programmatic" level, representing the potential future developments in Planning Areas 1 through 4 and 6. Planning Areas within Ownership Area 2 do not propose any development at this time; Therefore, these Planning Areas would be developed at a future date. Ownership Areas 1 and 2 of the Project would allow for up to 250,919 square feet of Mixed-Use retail and office, 4,293 residential units, and 67.26 acres of open-space parkland and non-recreational uses as shown in **Table 1-1: Maximum Project Buildout**.

Table 1-1: Maximum Project Buildout

Planning Area	Land Use	TOP 2050 Acreage	Maximum Density Per TOP EIR	Maximum Units	Maximum Retail	Maximum Office
Ownership Area 1						
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
Ownership Area 1 Total		**192.42 AC**	**19.5 DU/AC**	**3,095 DU**	**97,174 SF**	**113,370 SF**
Ownership Area 2 Future Development Areas						
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
Ownership Area 2 Total		**64.92 AC**	**15.6 DU/AC**	**1,198 DU**	**18,635 SF**	**21,741 SF**
Project Total		**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

Notes:
1. The numbers were rounded to present a conservative estimate.
2. The EIR will evaluate the total maximum allowable development in the Project Specific Plan.
3. Ownership Area 2 uses are being evaluated at programmatic level only; no specific development applications have been submitted; no specific development dates are known.
4. RETAIL in Mixed-Use areas = 20% of Mixed-Use acreage x 0.30 FAR; OFFICE in Mixed-Use areas = 10% of Mixed-Use acreage x 0.70 FAR

1.4 Unavoidable Significant Impacts

The Project's potentially significant impacts are defined in **Section 4.1: Biological Resources** and **Section 4.2: Historic Resources** of this Draft Focused EIR. There are unavoidable significant impacts associated with biological resources and historic resources even with the implementation of regulatory requirements and implementation of reasonable and feasible mitigation measures.

1.5 Summary of Project Alternatives

The CEQA Guidelines (Section 15126.6[a]) state that an EIR must address "a range of reasonable alternatives to the project, or to the location of the project, which could feasibly attain the basic objectives of the Project, but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives." The alternatives were based, in part, on their potential ability to reduce or eliminate the impacts determined to be significant and unavoidable for the proposed Project. The following alternatives have been determined to represent a reasonable range of alternatives which have the potential to feasibly attain most of the basic objectives of the Project, but which may avoid or substantially lessen any of the significant effects of the Project. These alternatives are analyzed in detail in **Section 6.0: Alternatives** to the Project, of this Draft Focused EIR.

- No Project/No Build Alternative
- Avoidance Alternative
- Reduced Development Area Alternative

An EIR must identify an "environmentally superior" alternative, and where the No Project Alternative is identified as environmentally superior, the EIR is then required to identify as environmentally superior an alternative from among the others evaluated. Each alternative's environmental impacts are compared to the proposed project and determined to be environmentally superior, neutral, or inferior. However, only impacts found significant and unavoidable are used in making the final determination of whether an alternative is environmentally superior or inferior to the proposed project. Impacts involving biological resources and historic resources were found to be significant and unavoidable. **Section 6.6: Environmentally Superior Alternative** identifies the environmentally superior alternative.

Alternative 1: No Project/No Build Alternative

State CEQA Guidelines Section 15126.6, requires an evaluation of the "No Project" alternative for decision-makers the ability to compare the impacts of approving the Project with impacts or not approving the Project, thus leaving the Project site in its current developed condition. The No Project analysis is required to discuss the existing conditions as they were at the time of publication of the Notice of Preparation (June 11, 2025) and analyze the potential impacts of the Project site if the land were to continue under applicable existing plans, policies, and designations. Alternative 1: No Project/No Build Alternative (Alternative 1) assumes that the Project would not be developed, and no new development would occur; however, the existing conditions would remain in operation.

The Project site is occupied by existing agricultural uses, including the raising of livestock, field crop farming, dairy farming activities, and rural residences scattered throughout the area. Rural residential

housing, farm buildings and other ancillary facilities occupy those areas not in active agricultural production. The natural vegetation and soil conditions that once occurred throughout the Project site have been significantly altered through agricultural uses, leaving little or no native vegetation.

Biological Resources

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. No grading or development would occur under this alternative, and there would be no potential impacts to sensitive wildlife species and migratory and nesting birds that may be present on the Project site. Therefore, the No Project/No Build Alternative would avoid all on-site disturbances to biological resources. Ownership Area 1 of the Project would have a less than significant impact on biological resources after implementation of mitigation measures. However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable even with the implementation of recommended mitigation. Therefore, impacts under this alternative would be reduced compared to the proposed Project.

Historic Resources

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. There are several dairy farm related buildings and structures within the Project site that are considered potential historic resources by the City of Ontario. Dairy farm related buildings and structures over 45 years or older have been identified, documented, and evaluated for national, state and local historic significance as part of the environmental review for the Project.

Properties with buildings and/or structures that have been surveyed and determined to meet local and state designation criteria, will be considered for adaptive reuse, relocation or other mitigation measures as required by the City of Ontario Historic Preservation Commission.

Existing uses surrounding the Project site are similar to those on the site, consisting of ongoing crop farming, dairy operations, a nursery, and rural residences. Accordingly, the No Project/No Build Alternative provides a comparison between the environmental impacts of the Project as compared to the current environmental conditions, resulting from not approving or denying the Project.

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. No grading or development would occur under this alternative, and there would be no potential impacts to the five historic resources properties. Therefore, the alternative would avoid the Project's significant and unavoidable impact on historic resources and its less than significant impact with mitigation incorporated on archaeological resources. Impacts would be reduced compared to the proposed Project.

Ability to Reduce Impacts

The No Project/No Build Alternative would reduce impacts related to biological and historic resources that would occur from implementation of the proposed Project.

Ability to Achieve Project Objectives

Implementation of the No Project/No Build Alternative means that new development would not occur on the Project site, and none of the Project objectives would be achieved under this alternative. Under the No Project/No Build Alternative, the Project would not design the project specific plan as a living community, the Project would not create a Comprehensive Circulation System for Multiple Modes of Travel; the Project would not provide for City-Planned Public Community Facilities and Services; the Project would not integrate Parks and Trails into the Framework of the Project Specific Plan; and the Project would not compose "A Genius of Place" through Exceptional Planning and Distinct Architecture.

Therefore, this Alternative is not under further consideration.

Alternative 2: Avoidance Alternative

The Avoidance Alternative would avoid eligible historic structures identified in **Section 4.2: Historic Resources**.

Biological Resources

The Avoidance Alternative would cover the same impact area as the Project site. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level for Ownership Area 1. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the exrtent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, impacts would be the same as those of the proposed Project.

Historic Resources

The Avoidance Alternative could reduce impacts to historic resources on site by orienting the pattern to avoid historic structures, discussed in more detail in **Section 4.2: Historic Resources**.

For the specifics of each address, see below:

- 7587-7697 Edison Ave (Craftsman Bungalow style residence, Ranch-style residence and milk parlor)
- 8185 Edison Ave (Streamline Moderne Milk Parlor)
- 8335-8381 Edison Ave (Craftsman Bungalow style residence)

Under the Avoidance Alternative, the above-mentioned historic buildings would be avoided. However, the integrity of the setting[1] around these historic resources (i.e., historic dairy farm/agriculture uses associated with the structures that lend itself to the historic significance of these resources) may be compromised, including loss of portions of the parcels associated with each historic structure (the parcels themselves are considered historically significant). Therefore, the Avoidance Alternative would avoid impacts to existing historic structures but would have similar impacts as the Project concerning the three

[1] Under PRC Section 5024.1 and 14 CCR Section 4852(c), a cultural resource must retain integrity to be considered eligible for the California Register of Historical Resources. Refer to **Section 4.2: Historic Resources** for more information and definition of setting.

historic resources properties, which would not be fully avoided, with a potential to adversely affect any undiscovered historic resources on the Project site. As such, the alternative would not avoid the Project's significant and unavoidable impacts on historic resources. Impacts would be similar compared to the proposed Project.

Ability to Reduce Impacts

The Avoidance Alternative would maintain eligible historic structures and disturb a similar amount of land as the Project; however, similar biological resource impacts would occur as similar level of disturbance would occur. Therefore, biological impacts would be similar to those of the proposed Project.

The Avoidance Alternative would avoid impacts to existing historic structures but would have lessened impacts as the Project to eligible historic resources properties with potential to adversely affect any undiscovered historic resources on the Project site. However, the Avoidance Alternative would not avoid the Project's significant and unavoidable impacts on the three resources that are recommended eligible for listing under the California Register of Historic Resources and/or for designation as a City of Ontario Historic Landmark. Potentially significant impacts would occur to historic resources under the Avoidance Alternative. Therefore, impacts under the Avoidance Alternative would be lessened compared to the Project.

Ability to Achieve Project Objectives

Implementation of the Avoidance Alternative would achieve the Project objectives, but not to the extent as would be achieved by the proposed Project. In avoiding eligible historic structures, located within Planning Areas (PAs) 7, 11, and 13 of the Project's Specific Plan, circulation into and out of these tracts would be disrupted. In addition, installation of utilities to serve the remaining Specific Plan area would be complicated. Furthermore, 8185 and 8335-8381 Edison Ave occupies the City's TOP 2050 planned location of a retail center in the mixed-use zoning. The retail center is an important draw for the planned City TOP 2050 park, maintaining its character and placing its retail tenants in ideal locations for visibility and accessibility. As the historic structures block potential entry points, marketing visibility, and tenant locations, leaving them in place limits this Alternative's attainment of certain Project objectives: Create a Comprehensive Circulation System for Multiple Modes of Travel and Compose "A Genius of Place" through Exceptional Planning and Distinct Architecture.

Alternative 3: Reduced Development Area Alternative

The Reduced Development Area Alternative proposes an approximately 21 percent reduction (approximately 55 acres) in building area of the proposed medium-density residential, mixed-use residential, and open space parkland/non-recreation uses within Planning Areas (PAs) 7, 11, 13, 14, 17, and 18. Compared to the proposed Project, the Reduced Development Area Alternative would completely avoid Assessor Parcel Numbers 1053-371-01, 0216-321-03, 0216-322-03, and 0216-322-04. Under this alternative, a total of 162,183 square feet (SF) of commercial retail/office uses; up to 3,137 residential units across medium-density and mixed-use residential uses; and 44.32 acres of open space parkland/non-recreation uses would occur.

Biological Resources

The Reduced Development Area Alternative would result in similar impacts to biological resources, compared to the proposed Project. The Reduced Development Area Alternative would disturb approximately 21 percent less land than the Project; however, similar biological resource impacts would occur as similar level of disturbance would occur. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the extent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, impacts would be to the same as those of the proposed Project.

Historic Resources

The Reduced Development Area Alternative would result in reduced impacts to historic resources, compared to the proposed Project. The Reduced Development Area Alternative would completely avoid Assessor Parcel Numbers 1053-371-01, 0216-321-03, 0216-322-03, and 0216-322-04, as these parcels contain historic resources; refer to **Section 4.2** for more information. Under this alternative, a total of 162,183 square feet (SF) of commercial retail/office uses; up to 3,137 residential units across medium-density and mixed-use residential uses; and 44.32 acres of open space parkland/non-recreation uses would occur. That is, compared to the proposed Project, the Reduced Development Area Alternative would develop approximately 521 fewer medium density residential dwelling units (DUs) within PA 7, 384 fewer mixed-use residential units within PA 11, and 251 fewer medium density residential DUs within PA 13 (1,156 total residential DUs). Additionally, the Reduced Development Area Alternative would develop 40,955 SF fewer mixed-use retail uses, and 47,781 fewer mixed-use office uses compared to the proposed Project. The development impact area would generally remain the same as the Project, except for those areas that are considered eligible historic resources and contain eligible structures: 7587-7697 Edison Avenue, 8185 Edison Avenue, and 8335-8381 Edison Avenue; refer to **Figure 4.2-1**. Access to the Project site would be similar to the proposed Project along Edison Avenue, Bon View Avenue, Cucamonga Avenue, Grove Avenue, Parco Avenue, and Walker Avenue. However, access via Campus Avenue would be eliminated under this alternative. Additionally, internal access through the Project site between Campus Avenue and Walker Avenue would be eliminated. Given the infrastructure costs, including off-site improvements, a 21 percent reduction is considered aggressive and further reduction is likely not financially feasible.

The Reduced Development Area Alternative would result in lessened impacts to existing historic resources with a potential to adversely affect any undiscovered historic resources on the Project site. Under the Reduced Development Area Alternative, there would be no potential impacts to the significant historic resources. Therefore, the alternative would avoid the Project's significant and unavoidable impact on historic resources and its less than significant impact with mitigation incorporated on historic resources. Impacts would be reduced compared to the proposed Project.

Ability to Reduce Impacts

The Reduced Development Area Alternative would result in similar impacts to sensitive wildlife species and migratory and nesting birds, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level wherever feasible. Therefore, biological impacts would be similar to those of the proposed Project.

The Reduced Development Area Alternative would result in lessened impacts to existing historic resources with a potential to adversely affect any undiscovered historic resources on the Project site. Compared to the Project, potentially significant impacts would not occur to historic resources under the Reduced Development Area Alternative. Therefore, impacts on historical resources under the Reduced Development Area Alternative would be reduced compared to the Project.

Overall impacts under the Reduced Development Area Alternative would be reduced compared to the Project.

Ability to Achieve Project Objectives

Implementation of the Reduced Development Area Alternative would achieve the Project objectives, but not to the extent as would be achieved by the proposed Project. The 21 percent Project reduction would provide less residential and mixed-use retail/office uses. This alternative would not fully meet the objective of City-Planned Public Community Facilities and Services as with the 21 percent reduction, as this alternative would contribute approximately 23 fewer acres towards the conceptual neighborhood park, a large public regional park around which the Project's open space concept and pedestrian circulation is oriented. Additionally, the Reduced Development Area Alternative would result in reduced internal circulation throughout the Project site, compared to the proposed Project. The exclusion of Pas 7, 11, 13, 14, 17, and 18 (Alternative Reduction Areas) would eliminate local connectivity throughout the entirety of the Project site. As a result, this alternative would not fully meet the objective of a Comprehensive Circulation System for Multiple Modes of Travel, as the local street system envisioned by the proposed Project would not be achievable under this alternative. Furthermore, the 21 percent Project reduction would attract fewer or smaller businesses and less employment opportunities to area residents. In addition, the smaller development would provide less flexibility to meet the needs of an ever-changing business market.

Environmentally Superior Alternative

State CEQA Guidelines require that an Environmentally Superior Alternative be identified; that is, an alternative that would result in the fewest or least significant environmental impacts. The Reduced Development Area Alternative has been identified as the environmentally-superior alternative because it would result in lessened impacts related to historic resources such that the Project's significant and unavoidable impacts to historical resources would be reduced to a less than significant level under this alternative. However, the Reduced Development Area Alternative would be less effective at accomplishing the Project objectives.

CEQA does not require the lead agency (the City of Ontario) to choose the environmentally superior alternative. Instead, CEQA requires the City to consider environmentally superior alternatives, weigh

those considerations against the environmental impacts of the proposed Project, and make findings that the benefits of those considerations outweigh the harm. “Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts” (State CEQA Guidelines Section 15126.6[c]).

1.6 Areas of Controversy

The CEQA Guidelines Section 15123 (b)(2) and (3) require that a Draft EIR identify areas of controversy known to the Lead Agency, including issues raised by other agencies and the public and issues to be resolved, including the choice among alternatives and whether, or how to mitigate the significant effects. The issues of concern have been identified during the review period of the distribution of the NOP (from June 11, 2025, to July 14, 2025) and public meetings (public scoping meeting was held during the 30-day public review period, on July 2, 2025, via Zoom). A summary of comments received on the NOP are provided in **Table 2-1: NOP Written Comments Summary** located in **Section 2.0: Introduction** of this Draft Focused EIR. The table provides references to the sections of the Draft Focused EIR in which these issues are evaluated. No other areas of controversy are known to the Lead Agency.

1.7 Summary of Environmental Impacts and Mitigation Measures

The following table is a summary of significant impacts and proposed mitigation measures associated with the Project as identified in this EIR. Refer to **Section 4.1** and **Section 4.2** for a detailed description of the environmental impacts and mitigation measures for the Project. Impacts are identified as significant or less than significant, and mitigation measures are identified for all significant impacts. The level of significance after implementation of the mitigation measures is also presented. Impacts not represented in this table are found in **Section 7.0: Effects Found Not to be Significant** in this Draft Focused EIR.

Table 1-2: Summary of Significant Impacts and Proposed Mitigation Measures

Resource Impact	Level of Significance	Mitigation Measure(s)
Section 4.1: Biological Resources		
Impact 4.1-1 Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Less than Significant with Mitigation Incorporated (Ownership Area 1) and Significant and Unavoidable (Ownership Area 2 Only)	**MM BIO-1: City of Ontario Biological Resources Habitat Mitigation Fee**. The City of Ontario has established a habitat mitigation fee to cover potential environmental impacts to the burrowing owl, DSFLF, raptor foraging, loss of open space, and agricultural lands. Development impact fees for new development in Ontario Ranch were adopted on June 23rd, 2003, by the City Council. The Ontario Ranch development impact fees include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. Mitigation fees have been collected by the City of Ontario and have been deposited into a trust fund to be used for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. **MM BIO-2: Nesting Bird and Raptor Preconstruction Survey.** Regulatory requirement for potential direct/indirect impacts to nesting common and sensitive bird and raptor species will require compliance with the CFGC Section 3503. Construction outside the nesting season (between September 1st and January 31st) do not require pre-removal nesting bird surveys. If construction is proposed during nesting season (February 1st and August 31st), a qualified biologist will conduct a nesting bird survey(s) no more than three (3) days prior to initiation of grading to document the presence or absence of nesting birds within or directly adjacent (200 ft -500 ft for raptors) to the Project site. The survey(s) will focus on identifying any raptors and/or bird nests that are directly or indirectly affected by construction activities. If active nests are documented, the qualified biologist will prepare and implement specific measures to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest will be postponed until the young birds have fledged. The perimeter of the nest setback zone will be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities will be restricted from the area. The biologist shall establish a no-disturbance buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area. The survey report will be submitted by the qualified biologist to the City of Ontario for review and approval prior to initiation of grading in the nest-setback zone. Additionally, the qualified biologist will serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A final monitoring report of the findings,

Resource Impact	Level of Significance	Mitigation Measure(s)
		prepared by a qualified biologist, will be submitted to the City of Ontario documenting compliance with the CFGC. Any nest permanently vacated for the season would not warrant protection pursuant to the CFGC. **MM BIO-3: Pre-construction Focused Bat Survey.** Prior to implementation of Project activities, a qualified biologist shall be retained to determine whether potential roosting sites for bats may be affected. For large ornamental trees suitable for bat roosting/nursery, exit counts and acoustic surveys shall be performed prior to initial ground disturbance, vegetation or structure removal to determine whether the Project site and a 300-foot buffer supports a nursery or roost, and by which species. This work will occur between late -spring and late summer and/or in the fall (generally mid-March through late October). If the results of the bat survey find a total of a single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with potential to be present in the Project site (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. For each location confirmed to be occupied by bats, the plan will provide details both in text and graphically where exclusion devises/and or staged tree removal will need to occur, the timing for exclusion work and the timeline and methodology needed to exclude the bats. The plan will need to be reviewed and approved by CDFW prior to disturbance of the roost(s). **MM BIO-4: Focused and Preconstruction Burrowing Owl Surveys.** Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2022, CDFW staff report on Burrowing Owl Mitigation. Specifically, a total of four (4) surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. If burrowing owls are detected on-site during the focused surveys or 14-day preconstruction survey efforts, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active

Resource Impact	Level of Significance	Mitigation Measure(s)
		burrows until a qualified biologist has confirmed that nesting efforts are complete or not initiated. In addition to monitoring breeding activity, if construction is proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl relocation plan will be developed and approved by the City of Ontario, CDFW and USFWS. **MM BIO-5: Programmatic Assessment Area CEQA Analysis**. The Programmatic Assessment Area located within Ownership Area 2, including APN's 0216-311-09, 1053-301-01 and -02; 1053-311-01 and -02, and 1053-321-01, -02, and -03, was not evaluated for biological resources as part of this analysis. Authorization to access this region of the project was not provided and therefore was analyzed programmatically based on aerial photographs and assessments from the adjacent parcel boundaries. To ensure that potential adverse effects to sensitive species and resources are reduced to a less than significant level, a focused biological resources assessment and impact analysis shall be conducted in the un-surveyed portion of the Specific Plan Boundary prior to approval of development within this region. In addition to completing CEQA review, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction.
Impact 4.1-2 Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Less than Significant with Mitigation Incorporated (Ownership Area 1) and Significant and Unavoidable (Ownership Area 2 Only)	Refer to **MM BIO-1** and **MM BIO-5.**
Impact 4.1-3 Would the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	No Impact (Ownership Area 1) and Significant and Unavoidable (Ownership Area 2)	Refer to **MM BIO-5.**
Impact 4.1-4 Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Less than Significant with Mitigation Incorporated	Refer to **MM BIO-2** and **MM BIO-5**.

Resource Impact	Level of Significance	Mitigation Measure(s)
Impact 4.1-5 Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Less than Significant with Mitigation Incorporated (Ownership Area 1) and Significant and Unavoidable (Ownership Area 2 Only)	**MM BIO-6: Tree Inventory.** Prior to implementation of Project site clearing or grading, a certified arborist or qualified horticulturalist shall provide a tree inventory to ensure compliance with Ontario MC Section 6.05.020, Tree Preservation Policy and Protection Measures in order to determine the presence/absence of Heritage Trees. Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk diameter equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement (The Ontario Plan 2050).
Impact 4.1-6 Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?	No Impact	No mitigation is necessary.
Section 4.2: Historic Resources		
Impact 4.2-1 Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	Significant and Unavoidable	**MM CUL-1:** The applicant shall obtain a building permit prior to any demolition, relocation, or alteration of any significant historic resource. **MM CUL-2:** Prior to issuance of a building permit for demolition of any significant historical resources and within 120 days of project approval, a Historic American Building Survey (HABS) or an American Engineering Record (HAER) documentation in accord with the City's HABS/HAER Checklist Level 2, including but not limited to as built drawings with site plan, floor plan, exterior elevations, and details for any identified significant/character defining feature, historical narrative, and photographs of the three (3) historical resources subject properties, shall be submitted to the Planning Department for review, approval, and subsequent release to the Ovitt Family Community Library, Model Colony History Room. Digital files and 2 printed copies are required (one archival and one non-archival). **MM CUL-3:** Prior to issuance of a grading or demolition building permit for the property addressed to 8185 Edison Avenue, a relocation plan for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, shall be submitted to the City. The plan shall identify the receiver site in the Grand Park Phase 1 development or alternate suitable location, as well as a relocation schedule and any protective measures to ensure minimal impact to the resource during relocation efforts. The Applicant shall be responsible for the relocation to the receiver site and securing the building to its foundation. Issuance of a Certificate of Appropriateness by the

Resource Impact	Level of Significance	Mitigation Measure(s)
		Historic Preservation Subcommittee (or Historic Preservation Commission) shall be required for the relocation plan. **MM CUL-4:** Prior to issuance of a building permit for demolition or grading, every effort shall be made to relocate the historic resources, except for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource addressed to 8185 Edison Avenue. The structures shall be offered at no cost for those who can relocate the structures off-site. Advertisements notifying the public of the opportunity to relocate the structures shall be placed for a minimum of 30 days: on-site with temporary signage, in at least 3 local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards (realtor's offices, local business). A social media campaign, posted on the developer's website or on a local non-profit heritage site, including a dedicated web page with the structures' information (description, square footage, photographs) and contact information should be incorporated into the relocation advertisement. **MM CUL-5:** A mitigation fee pursuant to Section 7.01.030 of the Ontario Development Code shall be paid to the Planning Department prior to issuance of building permit grading the site, or for demolition of any of the identified significant historical resources for which relocation was determined by the City to be infeasible. Mitigation fee is equal to 30% of the price per square foot construction cost as established in the most current International Code Council Building Valuation Data. The fee amount will be provided by the Planning Department at the time of payment. Funds will be deposited into the City's Historic Preservation Trust Fund. **MM CUL-6:** Prior to issuance of a building permit of any of the three (3) significant historical resources identified in the Focused EIR and within 120 days of project approval, a determination shall be made by the Planning Department whether items within or on the historic properties should be salvaged. The applicant shall be responsible for the removal, relocation, storage, and donation of such items selected for salvaging. An inventory of salvaged items shall be provided by the applicant and shall include a list of each item name, description, and dimension (as necessary), and the location of each item on a floor plan to the Planning Department prior to the issuance of building permit. **MM CUL-7:** Should the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, addressed to 8185 Edison Avenue be subject to demolition, and prior to issuance of a building permit for demolition of the resource issuance of a Certificate of Appropriateness and approval of a Demolition application by the Historic Preservation Commission or Historic Preservation Subcommittee pursuant to the Ontario Development Code, Section 4.02.050, shall be required. A Certificate of

Resource Impact	Level of Significance	Mitigation Measure(s)
		Appropriateness shall not be issued for the demolition of the resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction. **MM CUL-8:** Prior to issuance of a Certificate of Final Occupancy for the first building constructed within the Project site, enhancements to the Ontario Dairy Industry microdocumentary that features the operations of a functioning dairy located within the Ontario Ranch area focusing on the dairy history, themes, site, buildings, and stories gathered from new and archived oral interviews, dairy context and recent diary surveys, shall be made. The Applicant will be responsible for producing additional field work to gather drone video footage of new development on former dairy lands, conduct a minimum of 2 oral interviews of city representatives, and make certain edits to incorporate the new material. Final deliverables include: 1) full length microdocumentary (approx. 30 minutes); 2) transcriptions of the 4 stakeholder interviews; and 3) separate videos of the 4 stakeholder interviews and will be submitted to the Planning Department for review and acceptance.

2.0 INTRODUCTION AND PURPOSE

2.1 Purpose of the Focused Environmental Impact Report

The California Environmental Quality Act (CEQA) requires that all state and local governmental agencies consider the environmental consequences of projects over which they have discretionary authority before taking action on those projects. This Draft Focused Environmental Impact Report (EIR) has been prepared to satisfy CEQA (Public Resources Code [PRC] Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.). Pursuant to CEQA Guidelines Section 15183, the City prepared a CEQA Guidelines Section 15183 Consistency Analysis, to document that the proposed Project is consistent with the City's The Ontario Plan 2050 and its associated Supplemental EIR ("TOP EIR"), and with the exception of potential impacts to biological resources and historic resources, the Project is adequately addressed in the prior EIR (TOP EIR) and does not represent a new or more severe significant impact that is "peculiar" to the Project, nor does it represent a new or more severe impact related to off-site infrastructure or cumulative impacts. CEQA Guidelines Section 15152(f) permits that a later EIR may be prepared when an initial study or other analysis finds that the Project may cause significant effects on the environment that were not adequately addressed in a prior EIR. In such case, a Focused EIR may be prepared that "tiers" off of the prior EIR. As discussed above, the CEQA Guidelines Section 15183 Consistency Analysis, provided as **Appendix F** to this Draft Focused EIR, provides a basis for the exclusion of other environmental topics adequately addressed in the prior EIR, with the exception of biological resources and historic resources, from this Draft Focused EIR. ***Therefore, this EIR is "focused" solely on the Project's potential to impact biological resources and historic resources.***

The EIR is a public document designed to provide decision-makers and the public with an analysis of the environmental effects of the proposed project, to indicate possible ways to reduce or avoid environmental impacts and to identify alternatives to the project. The EIR must also disclose significant environmental impacts that cannot be avoided; growth-inducing impacts; effects not found to be significant; and significant cumulative impacts of all past, present, and reasonably foreseeable future projects.

CEQA requires each EIR to reflect the independent judgment of the "Lead Agency." The Lead Agency is "the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment" (PRC Section 21067). The City of Ontario (City) has the principal responsibility for approval of the CenterPark Specific Plan Project ("Project" or "proposed Project"). For this reason, the City is the CEQA Lead Agency for this Project.

The Lead Agency exercises its independent judgment on questions, including but not limited to the thresholds of significance used to analyze Project impacts, analyses, and conclusions regarding the level of significance of impacts both before and after mitigation, the identification and application of mitigation measures to avoid or reduce Project-related impacts, and the consideration of alternatives to the Project. In preparing this Draft Focused EIR, the City has employed CEQA and environmental technical specialists, but, the City, as the Lead Agency, has reviewed and revised all submitted drafts, technical studies, and reports as necessary to reflect its own independent judgment, including reliance on City technical

personnel from other departments and review of all technical subconsultant reports. Therefore, the analyses and conclusions set forth in this EIR reflect the independent judgment of the City as Lead Agency.

The intent of the Draft Focused EIR is to provide sufficient information on the potential environmental impacts of the Project to allow the City to make an informed decision regarding approval of the Project. The Draft Focused EIR is also intended to inform responsible agencies, decision-makers, and the general public about the potential environmental effects of the development and operation of the Project. Specific discretionary actions to be reviewed by the City are described in **Section 3.0: Project Description**.

2.2 Notice of Preparation/Early Consultation

The City determined that an EIR would be required for this Project and issued a Notice of Preparation (NOP) (see **Appendix A: Notice of Preparation and Scoping Meeting Materials**). CEQA Guidelines Section 15063 provides that if a lead agency determines that an EIR will clearly be required for a project, an Initial Study is not required; therefore, an Initial Study was not prepared for this project. Comments received during the public review period, from June 11, 2025, to July 14, 2025, are provided in **Appendix A**. In addition, a public scoping meeting was held on July 2, 2025, via Zoom. Members of the public, the Project applicant and its consultants, and staff were able to participate in the meeting via Zoom. The meeting was recorded, and the meeting presentation is contained in **Appendix A**.

A total of seven letters were received in response to the NOP. The comment letters received during the NOP comment period are included in **Appendix A**.

Table 2-1: NOP Written Comments Summary compiles the comment letters received from commenting agencies/persons during the NOP process and identifies the section(s) of the Draft Focused EIR where the issues are addressed, if applicable. As discussed, this EIR is "focused" solely on the Project's potential to impact biological resources and historic resources. Accordingly, this EIR does not address comments that pertain to issues other than biological resources and historic resources.

Table 2-1: NOP Written Comments Summary

Commenting Agency/Person	Letter Dated	Summary of Comments	Issue Addressed in:
Southern California Gas Company (SoCal Gas) SE Region	6/26/2025	• No issues	No response required.
South Coast Air Quality Management District	7/9/2025	• No issues	No response required.
California Department of Conservation	7/10/2025	• Potential impact from loss or conversion of farmland	Not applicable to Historic Resources*
Southern California Association of Governments	7/10/2025	• No issues	No response required.
City of Eastvale	7/14/2025	• Potential roadway and intersection traffic impacts	Not applicable to Historic Resources *
California Department of Fish and Wildlife	7/15/2025	• Potential impacts to burrowing owl habitat	Not applicable to Historic Resources*
SoCal Gas No Conflict	7/28/2025	• No issues	No response required.

**As discussed above, the City determined that, other than biological resources and historic resources, all other environmental issue areas were adequately addressed in the City's TOP EIR, pursuant to CEQA Guidelines Section 15183.*

The NOP process helps determine the scope of the environmental issues to be addressed in the Draft Focused EIR. Based on this process for the Project, certain environmental categories were identified as having the potential to result in significant impacts. Issues considered Potentially Significant are addressed in this Draft Focused EIR in detail, but effects found not to be significant are briefly discussed in **Section 7.0: Effects Found not to be Significant**.

Native American Consultation

The City initiated Native American consultation concurrent with the NOP scoping process, pursuant to Senate Bill (SB) 18.

2.3 Scope of this Draft Focused Environmental Impact Report

The scope of the Draft Focused EIR was determined based on comments received in response to the NOP. A scoping meeting was also conducted by the City. Pursuant to State CEQA Guidelines, Sections 15126.2 and 15126.4, the Draft Focused EIR should identify any potentially significant adverse impacts and recommend mitigation that would reduce or eliminate these impacts to levels of insignificance.

The information in **Section 3.0: Project Description**, establishes the basis for analyzing future, Project-related environmental impacts.

Impacts Considered Less Than Significant

During preparation of the Draft Focused EIR, the City determined that 19 environmental impact categories were not significantly affected by or did not affect the proposed Project. These categories are not discussed in detail in this Draft Focused EIR.

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Cultural Resources (archaeology)
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Potentially Significant Adverse Impacts

The City determined that the Project would have potentially significant impacts to biological resources and historic resources if the Project is implemented; refer to **Appendix B: Cultural Resources Assessment**.

Unavoidable Significant Impacts

This Draft Focused EIR identifies a significant and unavoidable impact, as defined by CEQA, that would result from implementation of the Project. Unavoidable significant impacts may be considered significant on a Project-specific basis, cumulatively significant, and/or potentially significant. Pursuant to State CEQA Guidelines Section 15093, for any project having unavoidable significant impacts, the City must prepare a "statement of overriding considerations" before it can approve the Project, attesting that the decision-making body has balanced the benefits of the Project against its unavoidable significant environmental effects and has determined that the benefits outweigh the adverse effects, and therefore the adverse effects are considered acceptable. As described in this Draft Focused EIR, despite compliance to regulatory requirements and implementation of mitigation measures, the Project would result in significant and unavoidable impacts to Biological Resources and Historic Resources; refer to **Section 4.1: Biological Resources** and **Section 4.2: Historic Resources.**

2.4 Incorporation by Reference

In accordance with State CEQA Guidelines Section 15150, the following documents are hereby incorporated by reference into this EIR and are made available for public review on their respective websites.

The Ontario Plan 2050: The City's General Plan underwent a technical update and was adopted as The Ontario Plan (TOP) 2050 on August 16, 2022. TOP 2050 states long-term goals, principles, and policies for achieving Ontario's Vision. It guides growth and development to achieve optimum results from the City's physical, economic, environmental, and human resources. TOP 2050 is made up of nine elements: Land Use, Housing, Mobility, Safety (including Noise), Environmental Resources (including Conservation), Parks and Recreation (including Open Space), Community Economics, Community Design, and Social Resources. Environmental Justice is woven throughout the Policy Plan. The Policy Plan is intended to be a long-term policy document. It includes abiding principles for each element, goals, and policies. TOP 2050 can be found here: https://www.ontarioca.gov/OntarioPlan.

The Ontario Plan 2050 Supplemental EIR: The Ontario Plan (TOP) 2050 Supplemental EIR (SCH Number 2021070364) is an update to the approved TOP 2009; therefore, TOP 2050 Supplemental EIR relies on the findings of the 2009 Draft EIR, 2010 Recirculated Draft EIR, and 2010 Final EIR and, per CEQA Guidelines Section 15163, contains all of the information necessary to ensure that the certified TOP EIR fully evaluates the TOP 2050. These documents, though discussed separately here, are collectively referred to in the TOP 2050 Supplemental EIR as the 2010 Certified EIR. In accordance with CEQA Guidelines Sections 15148 and 15150, this TOP 2050 Supplemental EIR incorporates the 2010 Certified EIR (and its constituent parts) by reference. TOP 2050 Supplemental EIR, certified August 2022, addresses the short and long-term effects of buildout of the City, which includes development of the Project area. Mitigation measures were imposed for impacts determined to be significant or potentially significant. Significant and unavoidable

impacts were identified for agricultural resources, air quality, cultural resources, greenhouse gas emissions, noise, and transportation. TOP policies that are related to the proposed Project are cited in various sections throughout this EIR.

The TOP 2050 Supplemental EIR can be found here: https://www.ontarioca.gov/government/community-development/planning/ontario-plan#environmental-impact-report.

Ontario Development Code: This Development Code is enacted to assist in the implementation of Federal and State planning, zoning, development, subdivision, and environmental laws, and TOP, and guide the orderly development of the City in a manner that promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its inhabitants. The Development Code is referenced throughout this document as regulations governing development and land use activities within the City. Regulatory information from the Development Code is cited in various sections of this EIR. The development code can be found here: https://www.ontarioca.gov/government/community-development/planning/governing-documents/development-code.

San Bernardino County Countywide Plan: The County of San Bernardino adopted the County Countywide Plan in 2020. The Countywide Plan is comprised of four sections: Policy Plan, Business Plan, Community Action Guides, and Environmental Documents. The County Policy Plan is an update and expansion of the County's General Plan for the unincorporated areas. As an update of the County's General Plan and Community Plans, the Policy Plan addresses physical, social, and economic issues facing the unincorporated portions of the County. It also addresses supportive services for adults and children, healthcare services, public safety, and other regional county services provided to both incorporated and unincorporated areas. As part of its Policy Plan, the County includes the following eight elements: 1) Land Use; 2) Infrastructure & Utilities; 3) Transportation & Mobility; 4) Natural Resources; 5) Hazards; 6) Personal & Property Protection; 7) Economic Development; and 8) Health & Wellness. The Policy Plan was used throughout this EIR since it contains information, policies, and regulations relevant to the proposed Project.

This document is available for review on the County's website at: https://countywideplan.sbcounty.gov/policy-plan/.

Southern California Association of Governments (Connect SoCal): The 2024-2050 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), also known as Connect SoCal, is a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. Connect SoCal embodies a collective vision for the region's future and addresses the cumulative impact of future development and associated infrastructure improvements for SCAG regions. It is developed with input from local governments, county transportation commissions, tribal governments, non-profit organizations, businesses, and local stakeholders within SCAG regions such as San Bernardino County and the City. Connect SoCal can be found here: https://scag.ca.gov/connect-socal.

Ontario Ranch Business Park Final Subsequent EIR. The Ontario Ranch Business Park Final Subsequent EIR addressed the environmental effects and comments from public agencies and interested parties

associated with the implementation of the Ontario Ranch Business Park Specific Plan Amendment project, located south of the proposed CenterPark Specific Plan Project area. The Ontario Ranch Business Park Final Subsequent EIR is specifically relevant as it addressed the impacts of constructing regional infrastructure necessary to serve the developing southwestern industrial sector of the City of Ontario.

This document is available for review on the City's website at: https://www.ontarioca.gov/government/community-development/planning/governing-documents/specific-plans.

2.5 Environmental Impact Report Process

This Draft Focused EIR is being circulated for public review for 45 days. Interested agencies and members of the public are invited to provide written comments on the Draft Focused EIR to the City address shown on the title page of this document. Upon completion of the 45-day review period, the City will review all written comments received and prepare written responses for each. A Final Focused EIR will incorporate the received comments, responses to the comments, and any changes to the Draft Focused EIR that result from comments. The Final Focused EIR will be presented to the City for potential certification as the environmental document for the Project. All persons who comment on the Draft Focused EIR will be notified of the availability of the Final Focused EIR and the date of the public hearing where the City will consider whether to certify the Final Focused EIR.

The Draft Focused EIR is available to the general public for review at various locations:

- City of Ontario, Planning Department, 303 East "B" Street, Ontario, CA 91764
- Ovitt Family Community Library, 215 East "C" Street, Ontario, California 91764
- City of Ontario, City Clerk, 303 East "B" Street, Ontario, California 91764
- City's website: https://www.ontarioca.gov/Planning/Reports/EnvironmentalImpact

3.0 PROJECT DESCRIPTION

The CenterPark Specific Plan Project (Project) is made up of 29 existing parcels totaling 257.34 acres in the City of Ontario (City). The City is located approximately 40 miles east of downtown Los Angeles, 20 miles west of downtown San Bernardino, and 30 miles north from the Orange County line. See **Figure 3-1: Regional Location Map**.

Regional access to the Project site is provided by Euclid Avenue approximately 0.8 miles west, which connects State Route 60 (SR-60) and Interstate 10 (I-10) to the north. Interstate 15 (I-15) is approximately 4.0 miles to the east and State Route 71 (SR-71) is approximately 3.5 miles to the southwest. SR-71 connects the Project to State Route 91 (SR-91) in unincorporated Riverside County.

The Project site is in the southwestern portion of the City, immediately east of the City of Chino in San Bernardino County. The Project site is bound to the north by a Southern California Edison (SCE) Easement located approximately 330 feet north of Edison Avenue, Eucalyptus Avenue to the south, Campus Avenue to the west, Walker Avenue to the east, and bisected by Edison Avenue. See **Figure 3-2: Local Vicinity Map** and **Figure 3-3: Project Boundary**. The Project Assessor Parcel Numbers (APNs) are depicted in **Figure 3-4: Project Assessor Parcel Numbers**.

The Project Specific Plan will create guidelines that will address the Project's consistency with The Ontario Plan (TOP) 2050; provide a development plan, which specifies land uses, circulation, infrastructure, streetscape, and landscape plans applicable to properties within the Project site; establish procedures for reviewing individual projects; implement design guidelines to create a visually attractive environment; and summarizes the development review process; and specifies provisions for administration and implementation of the Project.

3.1 Project Setting

The approximately 257.34-acre Project site currently comprises existing agricultural uses, including the raising of livestock, field crop farming, dairy farming activities, and rural residences scattered throughout the area. Rural residential housing, farm buildings and other ancillary facilities occupy those areas not in active agricultural production. The natural vegetation and soil conditions that once occurred throughout the Project site have been significantly altered through agricultural uses, leaving little or no native vegetation.

There are several dairy farm related buildings and structures within the Project site that are considered potential historic resources by the City of Ontario. Dairy farm related buildings and structures over 45 years or older have been identified, documented, and evaluated for national, state and local historic significance as part of the environmental review for the Project.

Properties with buildings and/or structures that have been surveyed and determined to meet local and state designation criteria, will be considered for adaptive reuse, relocation or other mitigation measures as required by the City of Ontario Historic Preservation Commission.

Existing uses surrounding the Project site are similar to those on the site, consisting of ongoing crop farming, dairy operations, a nursery, and rural residencies. See **Figure 3-5: Surrounding Land Uses**.

The existing land use designations for the Project site are consistent with TOP 2050's existing land designations; see **Figure 3-6: Existing Land Use and Zoning**. The TOP 2050 designates the Project site for medium-density and mixed-use residential, mixed-use retail and office, parkland, and non-recreational open space development. Additionally, the City has zoned the Project site as SP/AG (Specific Plan/AG preserve).

Environmental Characteristics

Topography

The Project site is relatively flat and generally slopes to the south. The Project site falls at an average slope of approximately 0.8 to 2.0 percent. Drainage generally flows to the south towards Eucalyptus Avenue, and into the Lower Cucamonga Spreading Grounds. Project site elevations range from approximately 700 feet above mean sea level (amsl) in the northeast portion of the site to approximately 680 feet above amsl in the southwest portion of the site.

Biology

As a part of the Biological Resources Technical Report prepared for the Project (**Appendix C1**), species and habitat information were gathered from relevant databases to determine which species and/or habitats would be expected to occur on-site. Based on the results of the field investigation, no sensitive or undisturbed native habitats were documented within the Project site.[1] The Project site is characterized primarily as heavily disturbed active dairy and agricultural facilities. No suitable habitat for sensitive plant species, including those listed as federal or state threatened/endangered, was documented within the Project site.[2] The Biological Resources Technical Report identifies low to high likelihood of occurrence (based on documented foraging, breeding, and roosting habitat) for certain sensitive or locally monitored species to occur. The federally endangered Delhi Sands flower-loving fly is not expected to occur on-site based on the historic and ongoing impacts to the Project site respective of active dairy and agricultural use. Additionally, the Project site does not occur within or adjacent to a USFWS designated critical habitat for any federally listed threatened or endangered species. However, approximately 19-acres of the eastern region of the Project site is mapped as Delhi soils, as discussed in **Section 7.0: Effects Found Not To Be Significant**.[3] Therefore, potential impacts would be subject to mitigation adopted by the City as part of its approval of TOP 2050. Additionally, no impacts to jurisdictional waters would occur based on the limits of the improvements and therefore no regulatory permits are necessary. Refer to **Section 7.0**, for further discussion.

[1] Cadre Environmental. 2024. *Biological Resources Technical Report Center Park Specific Plan City of Ontario, California*, page 25. (**Appendix C1**)
[2] Ibid, page 27.
[3] Ibid, page 36.

Hydrology

According to the Geotechnical Investigation conducted for the Project (**Appendix D**), groundwater was not encountered during the investigation.[4] Based on the available data and the findings of the investigation, the historical high groundwater level and the current groundwater level is estimated to be deeper than 137 feet below ground surface.[5] Groundwater is not expected to be encountered during construction of the Project. It should be noted that the groundwater level could vary depending upon the seasonal precipitation and possible groundwater pumping activity in each site vicinity. Perched water layers at depth may be present locally, particularly following high precipitation and irrigation events. Refer to **Section 7.0**, for further discussion.

Seismic Conditions

The Elsinore Fault Zone is located approximately four miles south of the Project site.[6] This fault is a north to northwest trending reverse fault that dips steeply towards the southwest. The Chino-Central Avenue Fault acts as a groundwater barrier along the western margin of the Chino Basin. The Project site is situated in a seismically active region. As is the case for most areas of Southern California, ground-shaking resulting from earthquakes associated with nearby and more distant faults may occur at the Project site. During the life of the Project, seismic activity associated with active faults can be expected to generate moderate to strong ground shaking at the site. Review of recent seismological and geophysical publications indicates that the seismic hazard for the Project is high. However, the Project site is not located within a currently mapped State of California or San Bernardino County Earthquake Fault Zone for surface fault rupture, including an Alquist-Priolo Earthquake Fault Zone.[7] The nearest Alquist-Priolo Earthquake Fault Zone, the Elsinore Fault Zone, is approximately 3.8 miles southeast of the Project site. See **Section 7.0** for further discussion.

Flood Zone Information

According to the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program's Flood Insurance Rate Maps (FIRM) (Map No. 06071C9335J and 06071C9375J, effective May 8, 2024), the majority of the Project site lies within Zone D, an area where there are possible but undetermined flood hazards.[8] The easternmost portion of the Project site lies within Zone X, an area with minimal flood hazard. See **Section 7.0** for further discussion.

Hazards and Hazardous Materials

According to the Phase I Environmental Site Assessment (ESA) conducted for the Project (**Appendix E**), the Project site is used for dairy farming and residential purposes. According to observations and interviews during Phase I ESA reconnaissance, which took place on January 22 and January 31, 2025, the

[4] Converse Consultants. 2024. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report*, page 7. (**Appendix D**).
[5] Ibid, page 8.
[6] Ibid, page 11.
[7] Ibid, page 17.
[8] Federal Emergency Management Agency. 2022. *FEMA's National Flood Hazard Layer (NFHL) Viewer*. https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd. (accessed August 2024).

Project site contains multiple active agricultural (6) and residential (1) water wells, as well as one idle water well. Refer to **Section 7.0**, for further discussion.

Airport Influence Areas

Ontario International Airport Influence Area

The Ontario International Airport Land Use Compatibility Plan (ONT ALUCP) was adopted by the Ontario City Council on April 19, 2011. The intent of a compatibility plan is to avoid conflicts between airport operations and surrounding land uses. The Project site is not within the safety, noise impact, or airspace protection zones of the ONT ALUCP; however, it is within the Airport Influence Area, as is the entire City.

Chino Airport Overlay Zone

The Project site is located 0.7 miles north of Chino Airport, within the Chino Airport Influence Area. On August 2, 2022, the City Council approved and adopted a Development Code Amendment to establish the Chino Airport Overlay Zoning District and Reference I, Chino Airport Land Use Compatibility Plan (ALUCP). The Chino Airport Overlay Zoning District and Chino ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection and overflight impacts of current and future airport activity. The Chino ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The Project is located within the Airport Influence Area of Chino Airport, Overflight Notification Zone, and Airspace Protection Zone.

Williamson Act Contracts

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments that are much lower than normal because they are based upon farming and open space uses as opposed to full market value. The motivation for the Williamson Act is to promote voluntary land conservation, particularly farmland conservation. There are no active Williamson Act contracts located within the Project site.[9]

3.2 Surrounding Land Uses

The existing uses in the vicinity of the Project site include:

- North of Edison Avenue: Nursery/Field Crops, Dairy Operations and Rural Residential
- South toward Eucalyptus Avenue: Dairy Operations and Rural Residential
- East of Campus Avenue: Field Crops, Dairy Operations and Rural Residential
- West of Walker Avenue: Field Crops, Dairy Operations and Rural Residential

[9] California Department of Conservation. 2023. *California Williamson Act Enrollment Finder*. https://maps.conservation.ca.gov/dlrp/WilliamsonAct/. (accessed August 2024).

3.3 Proposed Project

"Project" as defined by the State CEQA Guidelines, means:

> *"…the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is any of the following: (1)…enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements thereof pursuant to Government Code Section 65100-65700. (State CEQA Guidelines Section 15378[a]).*"

Description of the Project

The Project consists of a Specific Plan to allow for a residential and mixed-use retail/office development on 29 parcels covering approximately 257.34 acres in the City. The development would include up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across medium density and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses, and associated on-site and off-site infrastructure improvements, as described further below. The Project site is comprised of two "Ownership Areas" (representing different ownership conditions) with 22 planning areas.

The "Ownership Area 1" (shown in **Figure 3-7: Project Area Ownership**) is owned by the applicant of the CenterPark Specific Plan. The "Ownership Area 2" are parcels owned by others and are included as part of the Specific Plan. Ownership Area 1 of the Project includes Planning Areas 5 and 7 through 18, which would allow for the development of up to 210,544 square feet of mixed-use retail and office, 3,095 residential dwelling units and 55.98 acres of parkland use. Ownership Area 2 of the Project includes potential future developments in Planning Areas 1 through 4, 6, and 19 through 22, and would allow for the development of up to 40,376 square feet of mixed-use retail and office, 1,198 residential units, and 11.28 acres of open-space parkland and non-recreational uses. Refer to **Table 3-1: Project Buildout by Ownership Area**.

This Focused EIR conservatively evaluates the maximum development potential for Ownership Areas 1 and 2, as permitted in the proposed CenterPark Specific Plan. Ownership Area 1 is expected to start construction in 2026, with an anticipated opening year in 2029.

This Focused EIR evaluates Ownership Area 2 at a "programmatic" level, representing the potential future developments in Planning Areas 1 through 4 and 6. Planning Areas within Ownership Area 2 do not propose any development at this time. Therefore, these Planning Areas would be developed at a future date.

Ownership Areas 1 and 2 of the Project would, in total, allow for up to 250,919 square feet of Mixed-Use retail and office, 4,293 residential units, and 67.26 acres of open-space parkland and non-recreational uses, as shown in **Table 3-2: Maximum Project Buildout**, below.

Land Use Plan

The Project (Ownership Areas 1 and 2) consists of 22 planning areas accommodating a variety of land use including residential, commercial/mixed-use, retail, office, parks and open space, and community facility components, and other similar uses that are compatible with the Project site's location and surrounding existing and proposed land uses. The Project Specific Plan's Land Use Plan implements the vision of TOP 2050 (The Ontario Plan 2050) by providing a designed natural open space framework, interacting with mixed retail and office centers which anchor traditional residential neighborhoods. The Land Use Plan identifies the location of the land use designations for the Project site. The Project zoning via the Specific Plan mirrors TOP 2050 Land Use designations and is identified along the 22 planning areas (see **Figure 3-8: Land Use Plan**).

Table 3-1: Project Buildout by Ownership Area

Planning Area	Land Use	TOP 2050 Acreage	Maximum Density Per TOP EIR	Maximum Units	Maximum Retail	Maximum Office
Ownership Area 1						
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
Ownership Area 1 Total		**192.42 AC**	**19.5 DU/AC**	**3,095 DU**	**97,174 SF**	**113,370 SF**
Ownership Area 2 Future Development Areas						
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
Ownership Area 2 Total		**64.92 AC**	**15.6 DU/AC**	**1,198 DU**	**18,635 SF**	**21,741 SF**
Project Total		**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

Notes:
1. The numbers were rounded to present a conservative estimate.
2. The EIR will evaluate the total maximum allowable development in the Project Specific Plan.
3. Ownership Area 2 uses are being evaluated at programmatic level only; no specific development applications have been submitted; no specific development dates are known.
4. RETAIL in Mixed-Use areas = 20% of Mixed-Use acreage x 0.30 FAR; OFFICE in Mixed-Use areas = 10% of Mixed-Use acreage x 0.70 FAR

Mixed-Use

The mixed-use development is comprised of 10 percent office with a maximum floor area ratio (FAR) of 0.70; 20 percent retail with a maximum FAR of 0.30; and 70 percent residential with a maximum density of 35 dwelling units per acre (du/ac). TOP 2050 allows up to 135,110 square feet of office development, 115,809 square feet of retail development, and a maximum of 1,086 mixed-use dwelling units.

Mixed-use development is allowed in Planning Areas 4, 5, 10 and 11. These mixed-use planning areas will allow for development of neighborhood retail uses at a maximum 0.30 FAR and office uses at a maximum 0.70 FAR, intended to meet the needs of the surrounding community. The maximum number of allowed units within the Mixed-Use portion of the Project Specific Plan is 1,086 units and 3,207 units within the residential planning areas for a total maximum of 4,293 units that includes a maximum height of up to five (5) stories.

The maximum allowable retail development is 115,809 square feet and the maximum office development is 135,110 square feet, and the maximum residential development is 1,086 units within the Project Specific Plan Mixed-Use planning areas. Mixed-use planning areas would allow for up to 70 percent of the area to be developed as higher density residential uses with a maximum density of 35 du/ac per TOP 2050.

Residential

The residential development encompasses a variety of residential housing types. Maximum allowable units allowed within the Project site are not to exceed 4,293 units and would include a maximum height of up to five stories. The blending of residential densities of each planning area are not exceeded in the mixed-use land use designation.

The residential uses will complement the office and retail development uses that create a variety of living choices within the western area of Ontario Ranch.

Medium- Density Residential developments are allowed in planning areas 1, 2, 3, 6, 7, 8, 9, 12 and 13. Housing types may be blended throughout the Project and the Project allows for an overall density of up to 22 du/ac.

The following housing types are allowed within the Project site:

- Conventional Single-Family Dwelling (SFD) – Two Story. This housing type includes conventional single-family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with one- and two-story buildings.
- Small Lot/Cluster SFD – Two and-Three Story. This housing type includes conventional single-family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with buildings up to three stories tall.
- Attached Single-Family Attached (SFA) – Two Story. This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to two stories tall.

- Attached SFA – Three Story. This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to three stories tall.
- Attached SFA/Multi-Family – Three to Five Stories. This housing type includes attached homes, including condominium and apartment developments, with buildings three stories or greater, tall with a maximum of five story buildings.

Parks, Trails, and Open Space

The CenterPark Specific Plan open space concept is oriented around a large public regional park comprised of 55.98 acres and includes a system of private parks distributed throughout the residential neighborhoods. Each private park will have a minimum of 0.25 acres of open space that would include a variety of facilities and amenities for future residents.

Enhanced neighborhood edges would include pedestrian walkways that provide connectivity to and from the Project site and to the street, separated public sidewalks, private pedestrian walkways and pathways to be developed within the community that connect all residential neighborhoods to the Grand Park and several private parks.

Private parks within the Project site will be designed in accordance with TOP 2050. Actual required park acreage would be determined at the time of tentative tract map approval. An overall Conceptual Open Space Plan and Program will be developed and reviewed concurrently with each subdivision map of the planning areas. These plans would include the location and size of the proposed parks within its designated Planning Area with its amenity features within the area to be mapped as well as an amenity program listing the proposed facilities of private amenities within the remainder of the Project site.

The developer and the City of Ontario will work together to ensure that the public regional park will be constructed concurrently with the build-out of the Specific Plan in a phased manner.

Additionally, a portion of the Project site is located within the Mixed Use - Great Park (MU-Great Park) land use designation. The southern portion of the Project site is also within the Great Park Corridor. The Great Park area is intended to be highly walkable with pedestrian-oriented site design and road network and transit stops with amenities. Sites within the Great Park Corridor are currently zoned SP (Specific Plan) with an AG (Agriculture) Overlay zoning district and (AH) Affordable Housing overlay zoning district. The (AH) Affordable Housing Overlay zoning district is designed to increase housing opportunities in compliance with the City's Housing Element and State Housing Element law. This overlay applies to specific sites identified in the City's Housing Element, including areas south of Riverside Drive, along East Holt Boulevard between Cucamonga Creek Channel and Corona Avenue, and MU-6 designated areas at the northeast corner of West Holt Boulevard and Mountain Avenue. Affordable housing projects within this overlay are classified into two tiers: Tier 1, with at least 20 percent of units designated as affordable, and Tier 2, with at least 25 percent of units designated as affordable, both ensuring affordability for a minimum of 30 years. Development within the AH Overlay must meet a minimum density of 20 du/ac and adhere to the standards of the base zoning district, other overlay zones, and the Development Code. Tier 1 projects can develop under the SP zoning or MDR-25 requirements for Medium Density Residential, and

under the SP zoning or a comparable tool for Mixed Use, while Tier 2 projects follow the same but allow for a higher density of 25 to 30 du/ac for MDR.

The areas within the Project site will have TOP 2050 designations of Medium-Density Residential (MDR) and Mixed-Use (MU). Medium-Density Residential (MDR) will allow a range of 20-30 du/ac for projects with at least 25 percent of units affordable to lower incomes, and a range of 11.1-25 du/ac for all other projects. Two different MU areas are proposed in this opportunity area, Mixed-Use Eucalyptus/Chino Airport (MU-EU) allowing 20-45 du/ac and Mixed-Use Great Park allowing 20-65 du/ac. With TOP 2050 and the zoning demarked in the Specific Plan, all sites identified support densities necessary to facilitate lower- and moderate-income housing development.[10]

TOP designates the surrounding area in Ontario Ranch for Mixed-Use, Recreational Open Space, Low, Low-Medium, and Medium Density Residential development.

The existing zoning designation for the Project site and surrounding area is Specific Plan (SP) Zoning District with an Agricultural (AG) Overlay. The zoning districts and designations of the CenterPark Specific Plan require approval by the City for the development of the Project. The Specific Plan will be the zoning for the Project site, consistent with TOP 2050.

Recreational Open Space uses are planned within planning areas 14, 15, 16, 17 and 18, along the southern Project boundary. There are 55.98 acres designated for Recreational Open Space (OS-R). This area has been designated to be part of the City of Ontario Grand Park. There are 11.28 acres designated for Open Space Non- Recreation (OS-NR). The OS-NR areas are designated for non-recreational uses. While no buildings are proposed within this district, it is suitable for uses such as landscape plant nurseries, and other uses allowed by the City zoning.

The land use types proposed by the Project are summarized below in **Table 3-2**. **Table 3-2**, which provides the maximum development intensity, addressing full buildout per the Project Specific Plan (allowable gross building area and maximum residential development for each planning area based on the allowable floor area ratio or residential density respectively). Development standards, such as setback requirements, parking, open space, minimum landscaping, infrastructure, and site design, may reduce the maximum gross square footage or density.

The Focused EIR will evaluate the total maximum allowable development in the Project Specific Plan, which is 250,919 square feet of mixed-use commercial office/retail, up to 4,293 residential units, 67.26 acres of open space uses, and associated on-site and off-site infrastructure improvements. Additional on-site improvements would include landscaping, utility infrastructure, and internal roadways. Off-site improvements may include various street improvements, storm drain infrastructure, sewer infrastructure, potable water infrastructure, recycled water infrastructure, and underground electric utility infrastructure.

[10] City of Ontario. 2022. *TOP 2050, Housing Element*, page H-282. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/housing. (accessed August 2024).

Table 3-2: Maximum Project Buildout

Planning Area	Land Use	TOP 2050 Acreage	Maximum Density Per TOP EIR	Maximum Units	Maximum Retail	Maximum Office
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
Residential Total		**176.79 AC**	**24.3 DU/AC**	**4,293 DU**		
Retail Total		**8.86 AC**			**115,809 SF**	
Office Total		**4.43 AC**				**135,110 SF**
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
Open Space Total		**67.26**				
Project Total		**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

Notes:
1. The numbers were rounded to present a conservative estimate.
2. The Focused EIR will evaluate the total maximum allowable development in the Project Specific Plan.
3. Ownership Area 2 uses are being evaluated at programmatic level only; no specific development applications have been submitted; no specific development dates are known.
4. RETAIL in Mixed-Use areas = 20% of Mixed-Use acreage x 0.30 FAR; OFFICE in Mixed-Use areas = 10% of Mixed-Use acreage x 0.70 FAR

Circulation Plan

The Circulation Plan facilitates movement of vehicles, pedestrians and cyclists around and within the Project site, and provides access to the neighborhood commercial and residential planning areas, consistent with the City of Ontario Roadway Classification System (**Figure 3-9: City of Ontario Road Classification System**). For additional information on vehicle and truck circulation, trip distribution, and truck routing, see **Section 7.0**.

The Project site includes three City arterial roadways, which provide access to and from the Project site. Ontario Ranch Road bisects the Project site in an east/west direction, Grove Avenue bisects the Project site in a north/south direction, and Campus Avenue borders the Project site on the west, running in a north/south direction. See **Figure 3-10: Conceptual Circulation Plan**. The Project site also includes two City collector roadways. Bon View Avenue traverses the site in a north/south direction and Walker Avenue borders the Project site on the east, running in a north/south direction. Phasing and construction of the improvements shall be implemented as required by the City Engineer and pursuant to the mitigation measures identified in TOP EIR and the conditions of approval adopted with the approval of tentative maps for the Project. Locations and construction of bus turnouts may be required within the Project site to the satisfaction of the City of Ontario and Omnitrans requirements.

Pedestrian Circulation

Off-street pedestrian circulation would be provided throughout the Project site through a paved sidewalk system that interconnects with the right-of-way and separated from vehicular travel lanes by landscaped parkways. The pedestrian system would provide connectivity between residential neighborhoods and to all private parks within the Project site. The Project would provide connectivity with off-site areas via City master planned multipurpose trails/bikeways located along the neighborhood edges of the Project site. Additionally, the Specific Plan would allow for additional internal trails and paseos that provide pedestrian accessibility between neighborhoods, community parks and amenities, and to the regional park in the center of the Project site.

Trails and Bike Paths

A Class II Bicycle Lane is proposed by TOP 2050 on the west side of Walker Avenue. Class II bicycle lanes are defined as dedicated (striped) lanes along streets, with no parking allowed in the bicycle lane. This bicycle lane provides linkages to the City's bicycle path system. See **Figure 3-11: Conceptual Pedestrian and Regional Trail Circulation Plan.**

Multipurpose trails would be provided along the south side of Ontario Ranch Road and along the eastern side of Grove Avenue and Campus Avenue for the Project site. See **Figure 3-12: Internal Pedestrian Circulation Plan**.

Parks

Parks would be provided throughout the Project site, see **Figure 3-13: Conceptual Landscape Plan**. The City has established a parkland standard of five (5) acres of parkland (public and private) per 1,000 residents, with a minimum of two (2) acres of developed private park space per 1,000 residents. The

Project would fulfill this requirement through the establishment of private parks within the proposed residential developments or by satisfying the in-lieu park development impact fee if approved by the City. As mentioned above, parks provided on-site would be consistent with TOP 2050; refer to **Section 7.0** for more information related to parks and recreation.

Transit

Transit options provide an alternative mode of transportation for motorists and a primary mode for the transit dependent. The City is coordinating with regional transit agencies to implement Bus Rapid Transit (BRT) service to target destinations and along corridors. The Omnitrans BRT Corridor is planned to be implemented along Edison Avenue/Ontario Ranch Road as a part of future development. The BRT Corridor is expected to provide convenient and accessible public transportation for future residents and visitors of the Project site; and hence the potential for residents and visitors to have a reduced need for private transportation requirements. In anticipation of the future implementation of the high-speed public transport route, developments which exceed the minimum density of 20 du/acre, located within 330 feet of the BRT corridor along Edison Avenue/Ontario Ranch Road may be allowed to have reduced parking requirements.

Water Master Plan

Potable water would be provided by the City. The City's Water Master Plan identifies new water facilities to serve the Ontario Ranch area, which would need to be constructed prior to or concurrent with on-site water improvements. Construction of the on-site and off-site Master Plan water service improvements shall be the responsibility of the developer and is required prior to issuance of certificates of occupancy for any residential dwelling unit within the Project site.

The off-site improvements include the construction of the 30-inch Master Planned line in Grove Avenue from Eucalyptus Avenue to Chino Avenue, and the 30-inch main in Grove Avenue from Edison Avenue/Ontario Ranch Road to Chino Avenue continuing along Campus Avenue from Chino Avenue to Francis Street, proceeding east in Francis Street to Bon View Avenue, continuing north in Bon View Avenue to the City owned Reservoir Site. To provide a looped water system for the Project site, the master planned 24-inch main shall be constructed in Eucalyptus Avenue from the existing 925 pressure zone (PZ) line in Carpenter Avenue to the Walker Avenue and Eucalyptus Avenue intersection. As a part of the Backbone Infrastructure, the master planned 925 PZ reservoir shall be constructed on the City-owned reservoir site as directed by the City. Well supply and any drinking water treatment necessary for the 925 PZ shall be constructed to supply the 925 PZ reservoir. The off-site potable water line locations are shown on **Figure 3-14: Conceptual Potable Water Master Plan.**

Master planned potable water main lines serving the development, as identified in the approved Specific Plan, shall be constructed prior to issuance of building permits. All private agricultural wells located within the Project site would be decommissioned per the County of San Bernardino Health Department Standards prior to issuance of construction permit for any construction activity. A copy of the County Health Department Permit shall be provided to Engineering and the Ontario Municipal Utilities Company prior to issuance of grading permits.

The Project would construct new potable water lines to provide a looped system for the Project site. A 16-inch master planned water line will be installed in Edison Avenue/Ontario Ranch Road, Campus Avenue, and Walker Avenue; and a 30-inch master planned water line in Grove Avenue. The proposed on-site water system sizing is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines. The conceptual potable water system is illustrated on **Figure 3-15: Conceptual Potable Water System.**

Master Planned Recycled Water System

Recycled water for this Project will be supplied by the Inland Empire Utilities Agency's (IEUA) existing recycled water infrastructure as presented in the City's Recycled Water Master Plan. The master planned 930 feet, Pressure Zone 30-inch recycled water system exists in Bon View Avenue and Eucalyptus Avenue and Edison Avenue/Ontario Ranch Road and shall service the Project.

The Project would provide all recycled water lines required to serve the Project. The off-site improvements include the construction of the 930 feet Pressure Zone master planned recycled water system consisting of an 8-inch main in Grove Avenue from Edison Avenue/Ontario Ranch Road to Eucalyptus Avenue, an 8-inch main in Walker Avenue from Edison Avenue/Ontario Ranch Road to Eucalyptus Avenue, a 12-inch main in Edison Avenue/Ontario Ranch Road from Campus Avenue to Bon View Avenue, and a 12-inch main in Eucalyptus Avenue from Bon View Avenue to Walker Avenue. The off-site recycled water line locations are shown on **Figure 3-16: Conceptual Recycled Water Master Plan**.

Within the Project site, 8- to 12-inch recycled water mains are proposed to serve the site. The Project would comply with City Ordinance 2689 and make use of recycled water for all approved uses, including but not limited to the irrigation of parks, street parkway landscaping, recreational trails, private pocket parks and any other HOA maintained common areas. The developer shall prepare and secure approval of an Engineering Report from the City of Ontario and State Department of Drinking Water prior to the use of recycled water. Sizing of the on-site system is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines. The conceptual recycled water system is illustrated on **Figure 3-17: Conceptual Recycled Water System**.

Sewer Master Plan

Sewer service for the Project would be provided by the City of Ontario. Off-site sewer improvements to serve the Specific Plan area would be implemented according to the most current version of the City's Sewer Master Plan. The City's Sewer Master Plan identifies sewer service to be provided by the Grove Trunk Sewer beginning at the intersection of Edison Avenue/Ontario Ranch Road and Bon View Avenue, aligning south to connect to the Western Trunk Sewer line at the intersection of Bon View Avenue and Merrill Avenue, continuing west in Merrill Avenue, then south in Euclid Avenue to connect with the IEUA Kimball Interceptor. In addition to the main sewer service for the Project, a 16-inch sewer main is to be constructed in Campus Avenue between Edison Avenue/Ontario Ranch Road and Eucalyptus Avenue, a 15-inch sewer main is to be constructed in Bon View Avenue between Edison Avenue/Ontario Ranch Road and Eucalyptus Avenue, an 18-inch sewer main is to be constructed in Grove Avenue between Edison Avenue/Ontario Ranch Road and Eucalyptus Avenue, and a 21-inch sewer main is to be constructed as part of half-width street improvements in Walker Avenue between Edison Avenue/Ontario Ranch Road and Eucalyptus Avenue.

Within the Project site, a series of 8-inch sewer mains are proposed to serve the mixed-use and residential developments. Construction of the on-site and off-site Master Plan sewer improvements shall be the responsibility of the developer and is required prior to issuance of building permits for the Project. The proposed on-site public sewer system sizing is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines. Master planned sewer main lines as identified in the adopted Sewer Master Plan, shall be constructed prior to issuance building permits. The conceptual sewer improvements are illustrated on **Figure 3-18: Conceptual Sewer Master Plan**, and on **Figure 3-19: Conceptual Sewer System.**

Drainage

For the eastern portion of the proposed development, the Project would construct the 108-inch master planned storm drain line in Grove Avenue from the intersection of Grove Avenue and Edison Avenue/Ontario Ranch Road to Eucalyptus Avenue and a 108-inch storm drain in Walker Avenue from the intersection of Walker Avenue and Edison Avenue/Ontario Ranch Road south to Eucalyptus Avenue.

For the western portion of the development, the Project would construct the 60-inch master planned storm drain line in Campus Avenue from the intersection of Edison Avenue/Ontario Ranch Road and Campus Avenue to Eucalyptus Avenue. From the intersection of Eucalyptus Avenue and Walker Avenue, the Project would construct an 8-foot by 13-foot reinforced box culvert-type storm drain continuing east in Eucalyptus Avenue to Baker Avenue and a 96-inch storm drain in Bon View Avenue from the intersection of Bon View Avenue and Edison Avenue/Ontario Ranch Road south to Eucalyptus Avenue.

The City's Storm Drain Master Plan identifies storm drain improvements to serve the Project site. Completion of these Master Plan improvements will provide permanent storm drain service to the Project. That portion of the Master Plan storm drain system that lies within the Project site will be constructed as part of the development of the Project. The size and location would be based on the Approved Master Plan of Drainage. The City of Ontario Master Plan storm drain improvements are illustrated on **Figure 3-20: Conceptual Drainage Master Plan**. On-site storm drains would be sized and constructed to convey the on-site flows to the proposed Master Plan system. The size and location of proposed on-site storm drains may change based on final design. Interim detention basins are not proposed and are not allowed by the City. The developer is required to construct the ultimate storm drain improvements as identified on the Master Plan of Drainage. The Master Plan of Drainage for the Project is illustrated in **Figure 3-21: Conceptual Storm Drain Improvements**.

National Pollutant Discharge Elimination System (NPDES) Compliance

The grading and drainage of the Specific Plan area may be designed to retain and infiltrate the Design Capture Volumes (DCV). These DCV may be directed to underground storage/infiltration chambers beneath parklets and paseos for infiltration into the ground where site soils do not provide adequate infiltration or other means to control drainage.

Low Impact Development (LID) Site Design Best Management Practices (BMPs) will be implemented in accordance with the selection criteria and other requirements outlined in the San Bernardino County NPDES Storm Water Program's current Water Quality Management Plan (WQMP) as well as the City of Ontario's Water Quality Management Plan requirements. Appropriate pre-treatment BMPs, such as baffle

boxes, filters or surface forebays, etc. can be installed upstream of underground storage/infiltration chambers to collect sediments and minimize deposition of sediments in the infiltration zone.

The objective of the WQMP for the project is to minimize the detrimental effects of urbanization on the beneficial uses of receiving waters, which includes effects caused by increased pollutants and changes in hydrology. These effects shall be minimized through the implementation of on-site and off-site LID Site Design BMPs that provide appropriate treatment of the DCV.

In addition, Non-Structural and Structural Source Control BMPs, shall also be implemented and documented in the Project's approved WQMP(s) to reduce pollutant generation and transport from the Project site. Prior to the issuance of grading or construction permits for any tract map or area that disturbs one acre or more of land, within the Project site, Erosion/Sediment Control Plans and Storm Water Pollution Prevention Plans (SWPPP) shall be prepared. The SWPPP shall be prepared to comply with California State Water Resources Control Board's (State Water Board) current "General Permit to Discharge Storm Water Associated with Construction Activity" and current "Area Wide Urban Storm Water Runoff" (Regional NPDES) Permits. The SWPPP shall identify and detail all appropriate BMPs to be implemented or installed during construction of the project. In addition to the preparation of a construction SWPPP, any tract map or project that disturbs one acre or more of land area shall be required to obtain coverage under the State Water Board's General Permit to Discharge Storm Water Associated with Construction Activity and show evidence of permit coverage to the City of Ontario, prior to the issuance of any grading or construction permits. All Priority Land Use (PLU) areas within the Specific Plan Area shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and trash requirements in the most current San Bernardino County Area-Wide MS4 Permit.

Dry Utilities Plan

Fiber Optics

The proposed backbone street fiber optics (conduits, tracer wire, handholes and fiber) would be placed underground within a duct and structure system to be installed by the developer in a joint trench, as illustrated in **Figure 3-22: Fiber Optic Master Plan**. In-tract fiber and conduit shall be installed per the In-Tract Fiber Optic Design Guidelines. Maintenance of the installed system will be the responsibility of the City/Special District. Development of the project requires the installation of all fiber optic infrastructure and peripheral equipment necessary to service the Project as a stand-alone development.

Natural Gas

The Gas Company will provide natural gas to the Project site and install gas mains to the Project site as necessary.

Electricity

SCE currently provides electrical service in the area. All new lines and all existing lines within the Project site, which are less than 34.5 kilovolts, shall be placed underground by the developer according to City of Ontario requirements and in accordance with the City of Ontario undergrounding Ordinance.

Public Services

Fire

The City of Ontario would provide fire protection services to the Project site. The Ontario Fire Department (OFD) currently has 11 permanent stations, which are staffed with ten four-man paramedic engine companies and four four-man truck companies.[11] The closest operational fire station, Station 9, is located at 2661 East Grand Park, approximately three miles east of the Project site. Additionally, OFD maintains a mutual-aid agreement with the Operation Area and State of California and receives first alarm automatic aid from other, neighboring fire departments, including the Chino Valley Fire Department District, the Ontario Airport Fire Department, and the San Bernardino County Fire Department, among others; refer to **Section 7.0** for more information on fire protection services available to the Project site.

Police

The City of Ontario would provide police services to the Project site. The closest police station is located approximately three miles northeast of the Project site at 2500 South Archibald Avenue, just south of SR-60. This station is also the City of Ontario Police Department headquarters.

Schools

The Chino Valley Unified School District would serve the school-age needs of grades K through 12 for the Project. The nearest Chino Valley Unified School District elementary school location, within the vicinity of the Project site, is Dickey Elementary School, located at 2840 Parco Avenue. The nearest Chino Valley Unified School District middle school location is Woodcrest Junior High School, located at 2725 South Campus Drive. The nearest Chino Valley Unified School District high school location is Chino High School, located at 5472 Park Place, in the City of Chino. The Project would be subject to school impact fees, as required by the State; refer to **Section 7.0** for more information.

Solid Waste

The Project would comply with the City of Ontario's latest "Solid Waste Department Refuse and Recycling Planning Manual." City crews, through the Ontario Municipal Utilities Company, would provide solid waste collection and disposal service for the Project. The Project would participate in City sponsored recycle programs and diversion of special wastes such as tires and construction materials. Provisions for solid waste and recycling for the Project are as follows:

- Residential – For curbside automated container service, developer shall comply with Municipal Code Section 6-3.308.9(a) and (d), Residential Receptacles, Placement.
- Recycling Requirements – The developer shall comply with Municipal Code Article 6 Recycling Requirements for Special Business Activity, Section 6-3.601 Business Recycling Plan and Section 6-602 Construction and Demolition Recycling Plan.
- Site Improvement Plans shall follow the City of Ontario refuse collection standards.

[11] City of Ontario. ND. *Fire Stations*. https://www.ontarioca.gov/government/fire. (accessed August 2024).

- Community trash enclosures ("dumpsters") may be utilized, dependent upon housing product types/orientation.

Grading Concept

The Project site generally slopes to the south at approximately 0.8 percent to 2.0 percent. The grading activities for the Project would generally consist of clearing and grubbing, demolition of existing structures and moving surface soils to construct building pads and streets. Where slope conditions are present, the Project lot line shall be located at the top of a slope. Dwelling units and structures adjacent to the sloped areas should be sited to:

- Use the natural ridge as a backdrop for structures;
- Use landscape plant materials as a backdrop; and
- Use structures to maximize concealment of cut slope. If retaining walls are required, the following criteria shall be used:
    - Exposed walls and fences facing roadways shall be no greater than 3 ft. retaining in height (9 ft. total wall), except as necessary for acoustical purposes as identified by the TOP EIR or as required as a condition of approval.
    - Where retaining walls or fences face roadways, they shall be built of decorative materials consistent with the wall theme of the neighborhood.

The Conceptual Grading Plan, as illustrated in **Figure 3-23: Conceptual Grading Plan**, provides a balance of cut/fills for the Project. Grading plans for each tract within the Project shall be reviewed and approved by the City of Ontario Building, Planning and Engineering Departments prior to the issuance of grading permits.

All grading plans and activities associated with the Project would conform to the City's grading ordinance and dust and erosion control requirements. All landscape areas adjacent to streets, including medians, parkways and neighborhood edges, in the Project site, shall be finished graded, at a minimum of 1-inch to 2-inch below top-of-curb or sidewalk finish surface, for conservation of irrigation water and increased retention of rainwater runoff. To the maximum extent practicable, all landscaped areas within the Project would be graded as swales and designed to accept runoff water from impervious surfaces.

Development Standards and Design Guidelines

Upon adoption of the CenterPark Specific Plan, the development standards and procedures established in Section 6 of the Specific Plan would become the governing zoning standards for any new construction, additions, or remodel improvements within the Project site. The Specific Plan outlines the allowable uses and development standards of building heights, setbacks, parking, coverage, landscape, signage, and other development standards within the Project site. The Design Guidelines of the Project provide conceptual themes of site planning, architecture, and landscape design within the Project site as referenced in Section 7 of the Specific Plan.

Sustainable Design Strategies

The Specific Plan includes sustainable design strategies that integrate principles of environmental stewardship into the design and construction process. Additionally, the Project is designed to be consistent with TOP policies for sustainable communities. Appropriate strategies will be determined for each project within the Project site. Sustainable goals for the Project include, but are not limited to:

1. Encourage walking and other non-vehicular modes of travel.
2. Provide pedestrian connectivity throughout the Project.
3. Provide shaded outdoor areas using trees and/or structures.
4. Encourage the use of architectural elements designed to reduce interior heat gain.
5. Encourage the use of recycled, recyclable, and environmentally friendly building materials.
6. Require the use of low energy glass, low water plumbing features, and energy efficient appliances.
7. Encourage the use of drought-tolerant landscaping and water efficient irrigation methods.

The applicant has also committed to incorporating historic structure(s), where reasonable and feasible, into the proposed park areas (see **Section 4.2: Historic Resources**, for detailed discussion). Neighborhood site planning, architecture and building design as well as landscape treatment and maintenance within the Project should consider these sustainable goals and further the implementation of sustainable design within the Project site.

3.4 Project Objectives

Objectives for the Project are defined in the Specific Plan to aid decision makers in their review of the Project and its associated environmental impacts. The Project objectives have been refined throughout the planning and design process for the Project and are listed below. Additionally, the Project proposes design features to implement these objectives, listed below:

- Design the Project Specific Plan as a Living Community:
  - Locally serving commercial neighborhood designed to be identifiable to the surrounding community and integrated into the overall planned development, visually and physically connected.
  - A traditional village setting comprised of a series of neighborhoods designed with a pattern of smaller, walkable blocks that promote access, activity and safety.
  - Neighborhood streets designed in a simple grid-like system creating short blocks to promote a neighborhood feeling.
  - Streets incorporating traffic-calming techniques such as landscaped areas adjacent to roadways and City approved intersection chokers intended to encourage drivers to reduce their speed and create a pedestrian friendly environment.
  - Landscaped parkways adjacent to sidewalks separated from the curb to create a pedestrian friendly environment.

  - Diversity in architectural design and homes fronting the street with varying lot sizes to enhance the pedestrian experience and instill a sense of place and belonging for residents.
  - A choice of housing types provided to address a diversity of lifestyles and varying economic segments of the marketplace.
  - Residential floor plans that encourage views onto the street, de-emphasize the visual and physical dominance of garages and provide front porches and courtyards along the street to encourage interaction and activity along streets and sidewalks.
  - A system of parks providing active and passive recreation facilities, passive open space areas and walkway connections for informal neighborhood interaction.
  - Pedestrian and bicycle connectivity among all residential neighborhoods, areas and parks within the Project Specific Plan through a comprehensive network of pedestrian walkways and bicycle trails offering opportunities for walking and biking throughout the entire community and to destinations outside of the community.
- Create a Comprehensive Circulation System for Multiple Modes of Travel:
  - Neighborhood street patterns that provide access between neighborhoods and discourage through traffic.
  - A local street system that is logical and understandable for the user avoiding circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials.
  - Streets designed to include landscaped parkways and pedestrian walkways separated from the street encourage walking and social interaction.
  - Local streets designed to slow vehicular traffic to promote walkability through the use of traffic-calming devices, landscaped areas adjacent to streets and narrowed intersections to influence a driver's peripheral vision and encourage drivers to proceed more slowly.
  - A system of City-wide and local bike ways integrated into the design of the community to encourage bicycle travel as an alternative to the automobile.
  - Neighborhoods and parks that are linked by pedestrian paths and greenways which also serve to establish connective and gathering features within and between neighborhoods in the Project Specific Plan area.
- Provide for City-Planned Public Community Facilities and Services:
  - New water, sewer, storm drain and water quality facilities consistent with City's Master Plans.
  - Development of new bike paths as part of project development providing links of a public bike trail system consistent with the City's Bikeway Master Plan.
  - Provision of approximately 56 acres of regional open space – parkland to allow for a centrally located regional public open space facility.

  - Development of new on-site parks at a ratio of 2 acres of developed park space per 1,000 residents including the development of private parks within the community and smaller pocket parks within each neighborhood.

- Integrate Parks and Trails into the Framework of the Project Specific Plan:
  - Provision of a central regional park to include recreational amenities such as playgrounds, gathering areas, walking trails and other public amenities consistent with the City of Ontario programming for future public parks and subject to the approval of the Planning Director.
  - Development of privately maintained neighborhood parks, community facilities, pocket parks and open space trails and walkways within each neighborhood.
  - Proposed amenities will include open park spaces, passive and active park areas and greenbelts to provide a diversity of open spaces that meet the needs of the community.
  - Improvement of landscaped open space within the neighborhood edges to include pedestrian trails adjacent to public arterial and collector streets.
- Compose “A Genius of Place” through Exceptional Planning and Distinct Architecture:
  - Architectural theme and place-making incorporated into buildings, streetscape furniture/ design elements, lighting and signage creating an overall community character.
  - Individual interpretation of the overall intended community character within the commercial center and individual neighborhoods to encourage diversity of architecture within an overall planned aesthetic theme.
  - Homes designed at a human scale with porches, stoops and walkways providing gathering places for neighbors and encouraging interaction among neighbors.
  - A variety of home styles within the Specific Plan area, all of which are located within walking and biking distance to the parks.
  - Homes oriented to the street and comprised of a variety of architectural styles adding interest to the street scene, creating a unique walking experience and encouraging neighborhood interaction along the street.
  - Traditional building types with views of garage doors minimized through setback requirements, location, design elements and landscaping.
  - Streets linked together in a manner which is pedestrian-friendly but also auto-accessible enabling residents to either walk or bike from neighborhoods to the parks.

3.5 Construction and Phasing

As discussed previously, the Project site is comprised of two “Ownership Areas” (Ownership Area 1 and Ownership Area 2, representing different ownership conditions) with 22 planning areas. The “Ownership Area 1” area is owned by the applicant of the CenterPark Specific Plan. The “Ownership Area 2” area are parcels owned by others and are included as part of the CenterPark Specific Plan. However, for construction modeling and phasing purposes, the Planning Areas of each phase would begin construction preparations at different stages. Construction Phase 1, comprising Planning Areas 6, 12, 13, 17, 18, and

22, would develop 256 single-family DUs, 768 multi-family DUs, 19.64 acres of recreational open space, and 3.38 acres of non-recreational open space. Additionally, Construction Phase 2, comprising Planning Areas 1 through 5, 7 through 11, 14 through 16, and 19 through 21, would develop 546 single-family DUs, 2,723 multi-family DUs, 250,920 SF of commercial space, 36.34 acres of recreational open space, and 7.9 acres of non-recreational open space.

Project backbone infrastructure would be installed by the Project developer, in accordance with the applicable City adopted infrastructure plan for the area, as well as the provisions of the Specific Plan. Fair share responsibilities for improvements would be addressed in a Development Agreement with the City of Ontario. Infill service mains shall be constructed in phases as development proceeds and as conditioned by the City Engineer to support individual phases of development, which may require installation of off-site infrastructure improvements beyond a given phase boundary.

Grading and installation of infrastructure to serve the Project is anticipated to be phased. Following completion of grading and infrastructure installation, the construction models for each product type within each neighborhood shall be permitted pursuant to the approval of a temporary use permit. Phase I may include installation of infrastructure adequate to serve all planning areas.

3.6 Discretionary Actions and Approvals

This Draft Focused EIR examines the environmental effects of the proposed Project's Specific Plan. Pursuant to CEQA Guidelines Section 15183, the City prepared a 15183 Consistency Memo, to document that the proposed Project is consistent with TOP EIR, and with the exception of potential impacts to historic resources, the Project is adequately addressed in the prior EIR and does not represent a new or more severe significant impact that is "peculiar" to the Project, nor does it represent a new or more severe impact related to off-site infrastructure or cumulative impacts. Therefore, this Draft Focused EIR focuses on the Project's potential to impact biological resources and historic resources.

Note that the Applicant intends to process a Development Plan and Tentative Parcel Map for the Ownership Area 1 Project concurrent with or following processing of the CenterPark Specific Plan. This Draft Focused EIR also addresses various actions by the City and others to adopt and implement the proposed Project.

It is the intent of this Draft Focused EIR to evaluate the environmental effects of the Project, thereby enabling the City, other responsible agencies, and interested parties to make informed decisions with respect to the requested entitlements. The following summarizes the required Project approvals associated with the Project.

CenterPark Specific Plan (PSP24-002)

The CenterPark provides regulations for development of the Project site by establishing permitted land uses, development standards, infrastructure requirements, and implementation requirements. Implementation of the proposed Project Specific Plan would achieve the intent of TOP 2050 for the Project site.

Copies of the Specific Plan, and all other application materials, will be available at the City of Ontario Planning Department, located at 303 East "B" Street, Ontario, California 91764.

Anticipated Approvals

The anticipated approvals required for this Project are listed in **Table 3-3: Anticipated Permits and Approvals Required**, below:

Table 3-3: Anticipated Permits and Approvals Required

Lead Agency	Action
City of Ontario City Council	• Certification of the Final Focused EIR • Adoption of the Mitigation Monitoring and Reporting Program • Adoption of the CenterPark Specific Plan (PSP24-002)
City of Ontario	• Certificate of Appropriateness for demolition of an historic resource
Responsible Agencies	**Action**
San Bernardino County	• Well removal permit from County Health Department (if required)
California Department of Transportation	• Encroachment permit (if required)
California Department of Fish and Wildlife	• Incidental Take Permit (if required)
Santa Ana Regional Water Quality Control Board	• Issuance of a National Pollutant Discharge Elimination System (NPDES) Permit
Federal Aviation Administration	• Obstruction evaluation
South Coast Air Quality Management District	• Issuance of Air Quality permits for construction

Future Agreements, Permits and Approvals

Development proposed within the Project site, inclusive of both Ownership Areas 1 and 2, shall be subject to Development Plan review pursuant to Section 4.02.025 of the Ontario Development Code. The review is intended to ensure compliance with the provisions of the CenterPark Specific Plan, protect the integrity and character of the physical composition of the City, and encourage high-quality development. The following future agreements, permits and approvals are anticipated, concurrent with or following City approval of the Specific Plan.

Development Plan All development projects within the CenterPark Specific Plan shall be subject to the Development Plan Review process as established in the City's Development Code. Pursuant to these provisions, Development Plan Review constitutes a design review of project architecture, site plans and landscape plans. Adoption of the CenterPark Specific Plan by the City includes adoption of the Design Guidelines, which provides direction for the design of development projects within the CenterPark Specific Plan. Where the development regulations and Design Guidelines are silent, the applicable development regulations and Design Guidelines contained within the City's Development Code shall apply. The Design Guidelines are intended to be flexible in nature while establishing basic evaluation criteria for the review of development projects by the City. All development project applications shall include a landscape and irrigation plan describing plant materials and their growth habits, plant size and spacing, methods of irrigation and landscaping maintenance, as well as site plans, architectural elevations, floor plans, grading plans and other requirements specified by the City.

A Development Plan application is proposed for the Project site area which constitutes Planning Areas 5, and 7 through 18 (Ownership Area 1). Planning areas 1 through 4, and 6 (Ownership Area 2), identified as Future Development Areas, do not have specific development proposals at this time and therefore, these planning areas would be developed at an unknown, later date following Ownership Area 1. Ownership Area 1 is expected to start construction in 2026, with an anticipated opening year in 2029. For construction phasing purposes, Ownership Area 2 is conservatively anticipated to occur in a single phase with an anticipated opening year in 2034.

The following future agreements, permits and approvals are anticipated, concurrent with or following City approval of the Specific Plan.

Tentative Tract Maps (PMTT25-001 and PMTT25-002)

Concurrently with submitting the Development Plan for Ownership Area 1, the Applicant has submitted Tentative Tract Maps (TPM) PMTT25-001 and PMTT25-002, for the Project.

Development Agreement PDA25-001

Approval of the Project Specific Plan will be followed by an application for approval of a development agreement to encourage investment in and commitment to comprehensive planning as envisioned by the City, which seeks to maximize efficient utilization of resources at the least economic cost to the public. A statutory development agreement, authorized pursuant to California Government Code Sections 65869.5 et seq., shall be required as part of the approval of the Project Specific Plan. The development agreement shall include, but not be limited to, methods for financing acquisition and construction of infrastructure, acquisition and development of adequate levels of parkland and schools, as well as the provision of adequate housing opportunities for various segments of the community consistent with the City's regional housing needs assessments. The development agreement must be fully approved prior to or concurrent with the approval of any Tentative Tract Map and Development Plan submitted within the CenterPark Specific Plan area.

Potential Future Discretionary Approvals

Subdivision Maps

A tentative tract map(s) shall be submitted for approval by the City indicating the approximate location of lot lines, streets, common areas, and proposed grading. Following approval a tentative tract map(s), a final map(s) will be prepared for acceptance by the City. The final map(s) becomes a legal document that is recorded and defines legal parcels and lots that can be sold for development. Subdivision maps and lot changes shall be reviewed and approved pursuant to the Ontario Development Code and other applicable City codes and regulations, California Government Code Section 66410 (Subdivision Map Act), as well as the provisions of the Project Specific Plan.

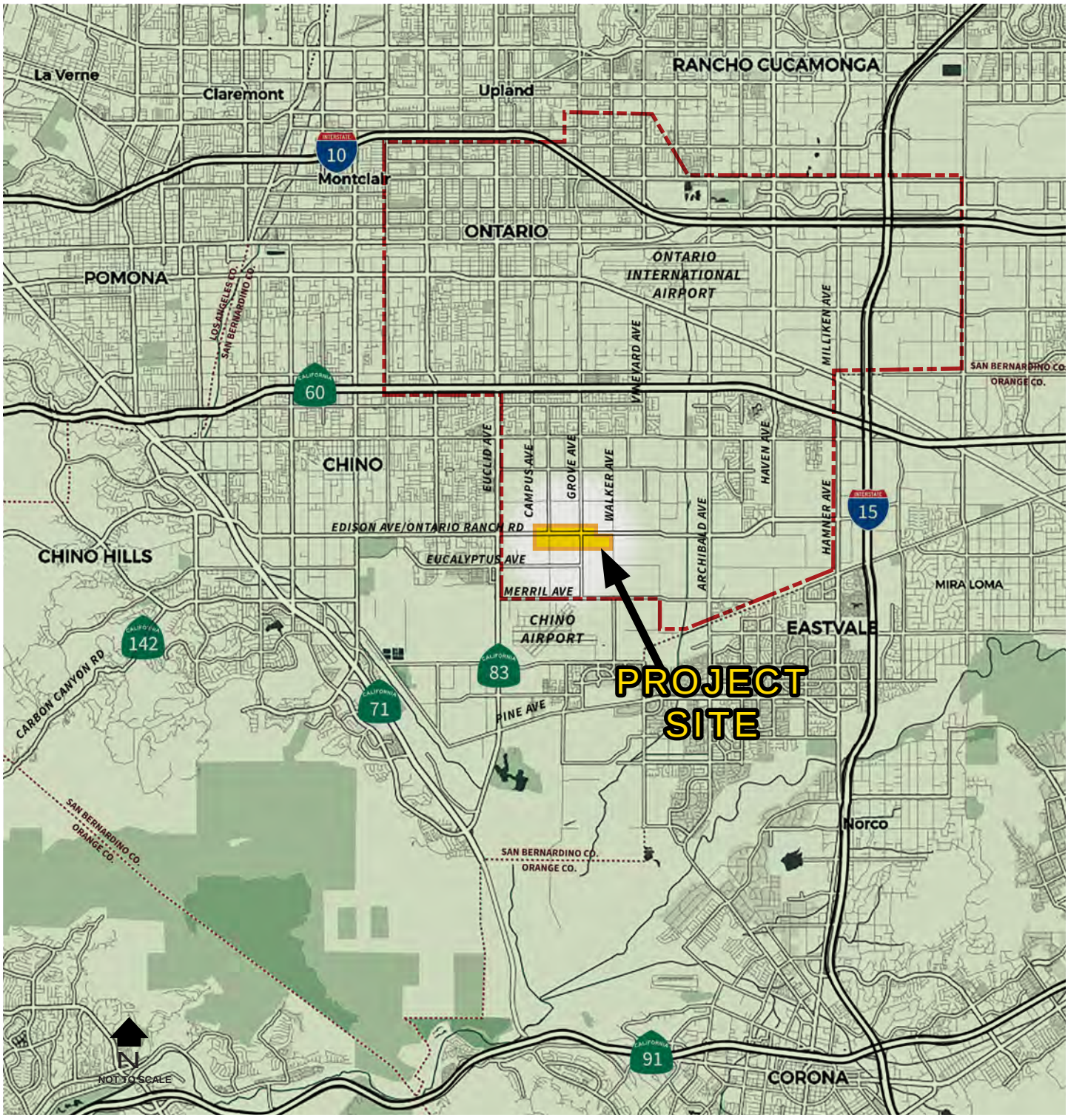
Conditional Use Permit

A Conditional Use Permit (CUP) is required for uses specified as "conditionally permitted" in the CenterPark Specific Plan (Specific Plan Table 6-1, Allowable Land Uses). Within the Specific Plan, the conditionally permitted land uses, depending on the underlying land use designation, include: vocational

rehabilitation services, wireless telecommunication facilities, passenger car rental and leasing, full-service car wash, electric vehicle charging stations, hotels, senior center residential uses, etc. CUP applications shall be processed pursuant to Section 4.02.015 of the City Development Code.

Certificate of Appropriateness

A Certificate of Appropriateness (COA) is required for minor alterations, restoration, rehabilitation, and demolition of historic resources listed in the local register. Additionally, a Certificate of Appropriateness shall not be issued for the demolition of an historic resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction.

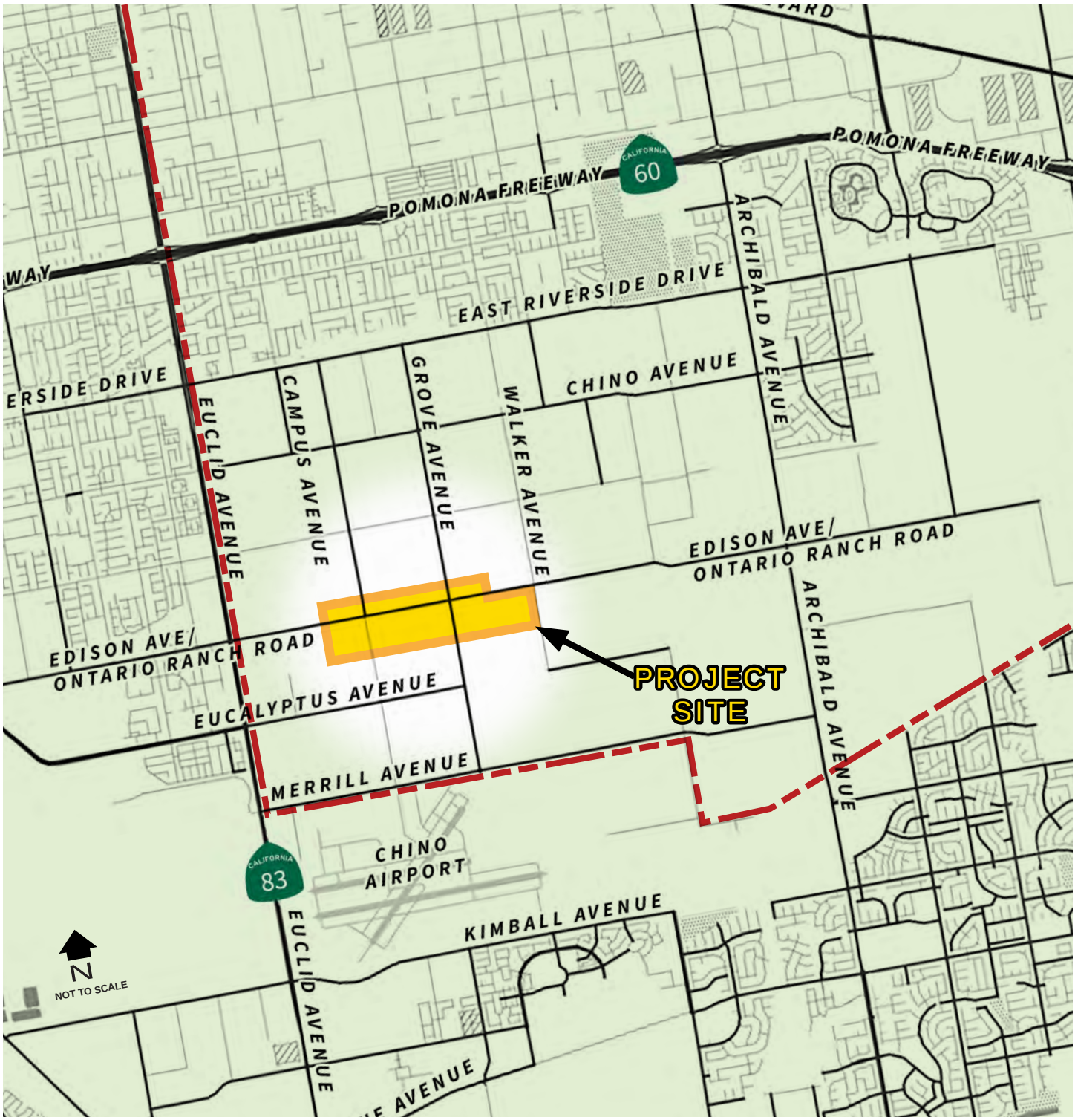


Source: CenterPark Specific Plan Exhibit 1-1 Regional Location Map, 2025.

Figure 3-1: Regional Location Map
CenterPark Specific Plan, City of Ontario

Not to scale

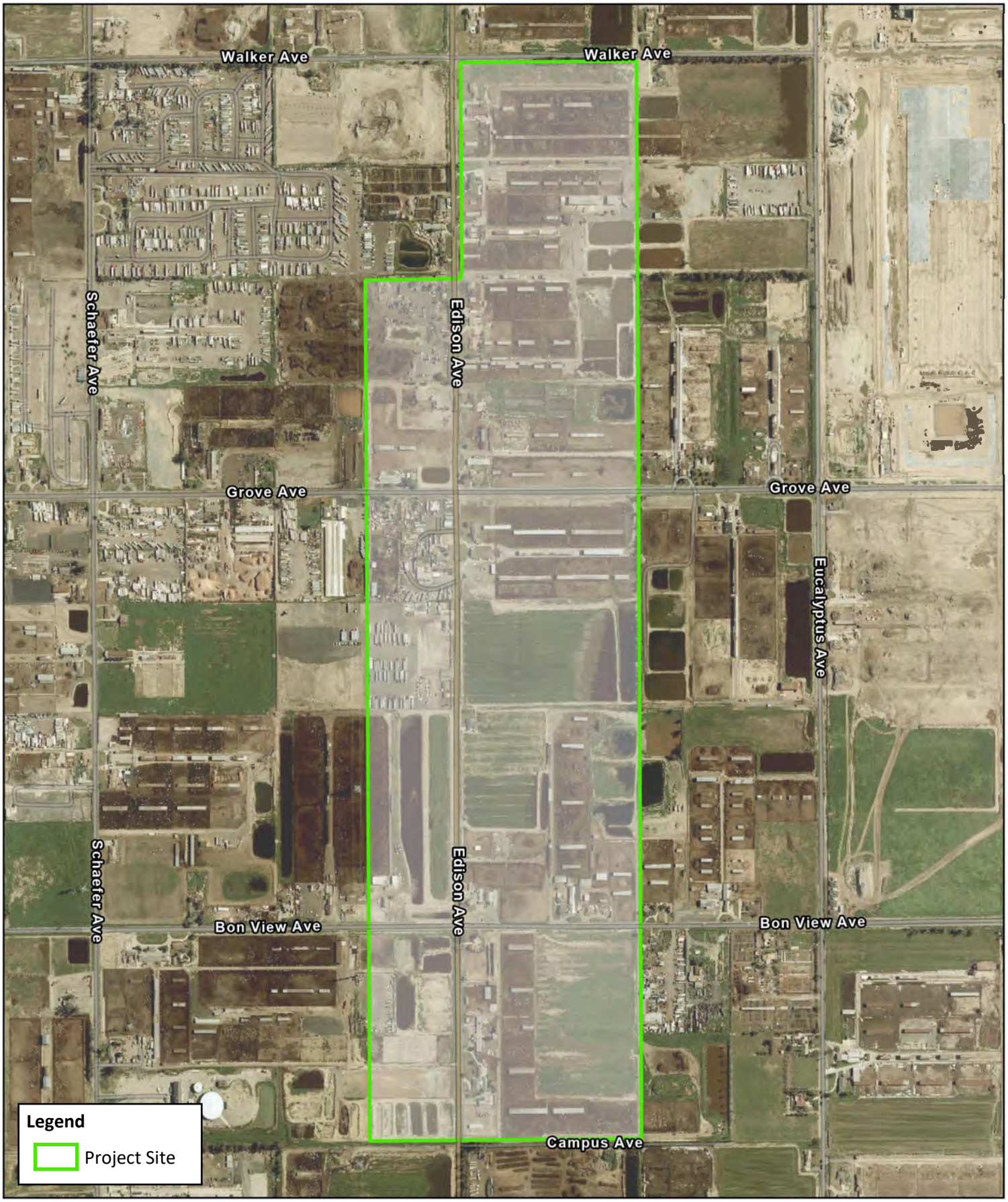
Kimley»Horn 570



Source: CenterPark Specific Plan Exhibit 1-2 Vicinity Map, 2025.

Figure 3-2: Local Vicinity Map
CenterPark Specific Plan, City of Ontario

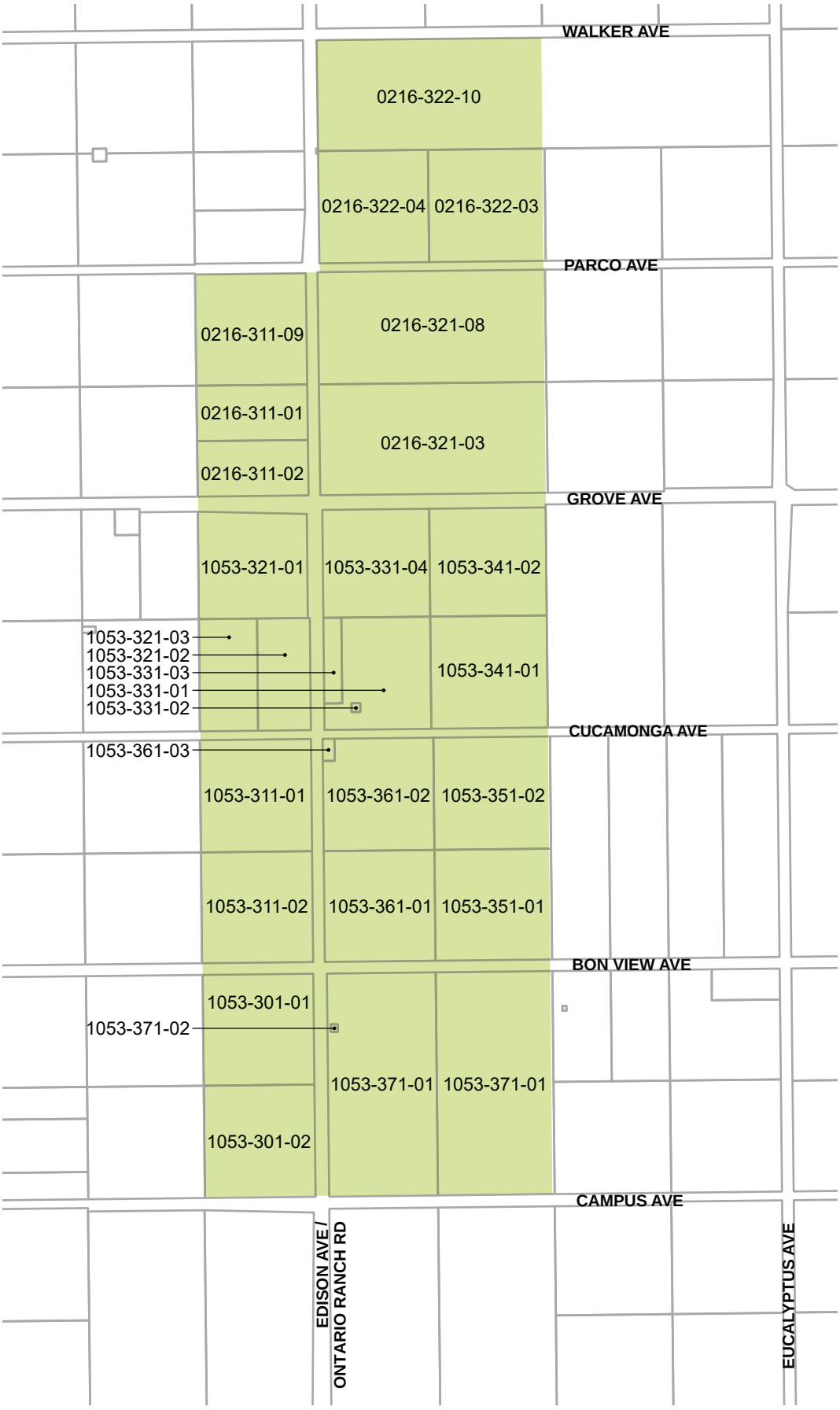
Not to scale



Source: ESRI, 2024.

Figure 3-3: Project Boundary
CenterPark Specific Plan, City of Ontario

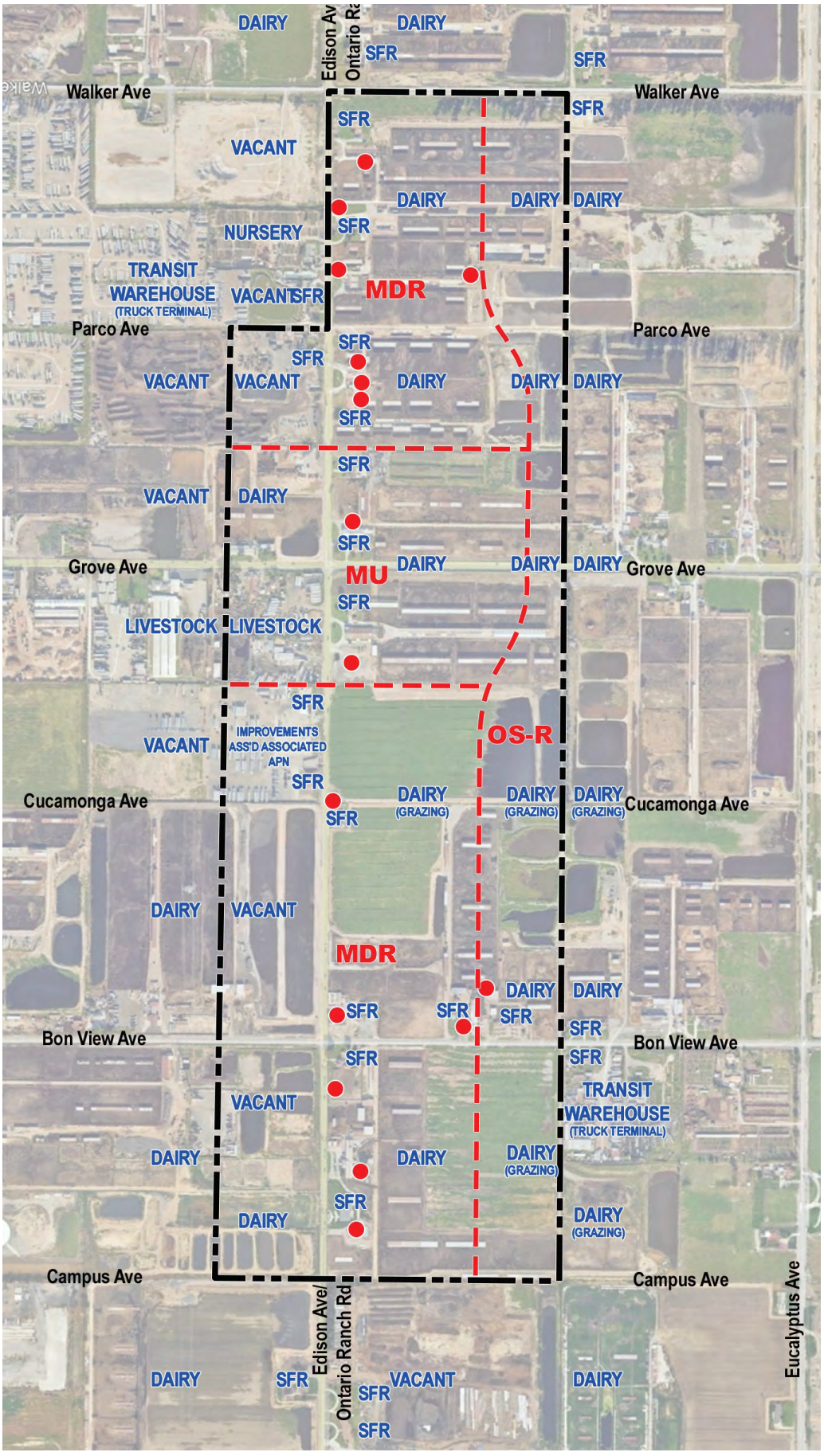
Not to scale



Source: CenterPark Specific Plan Exhibit 3-1 Assessor's Parcel Numbers, 2025.

Figure 3-4: Project Assessor Parcel Numbers
CenterPark Specific Plan, City of Ontario

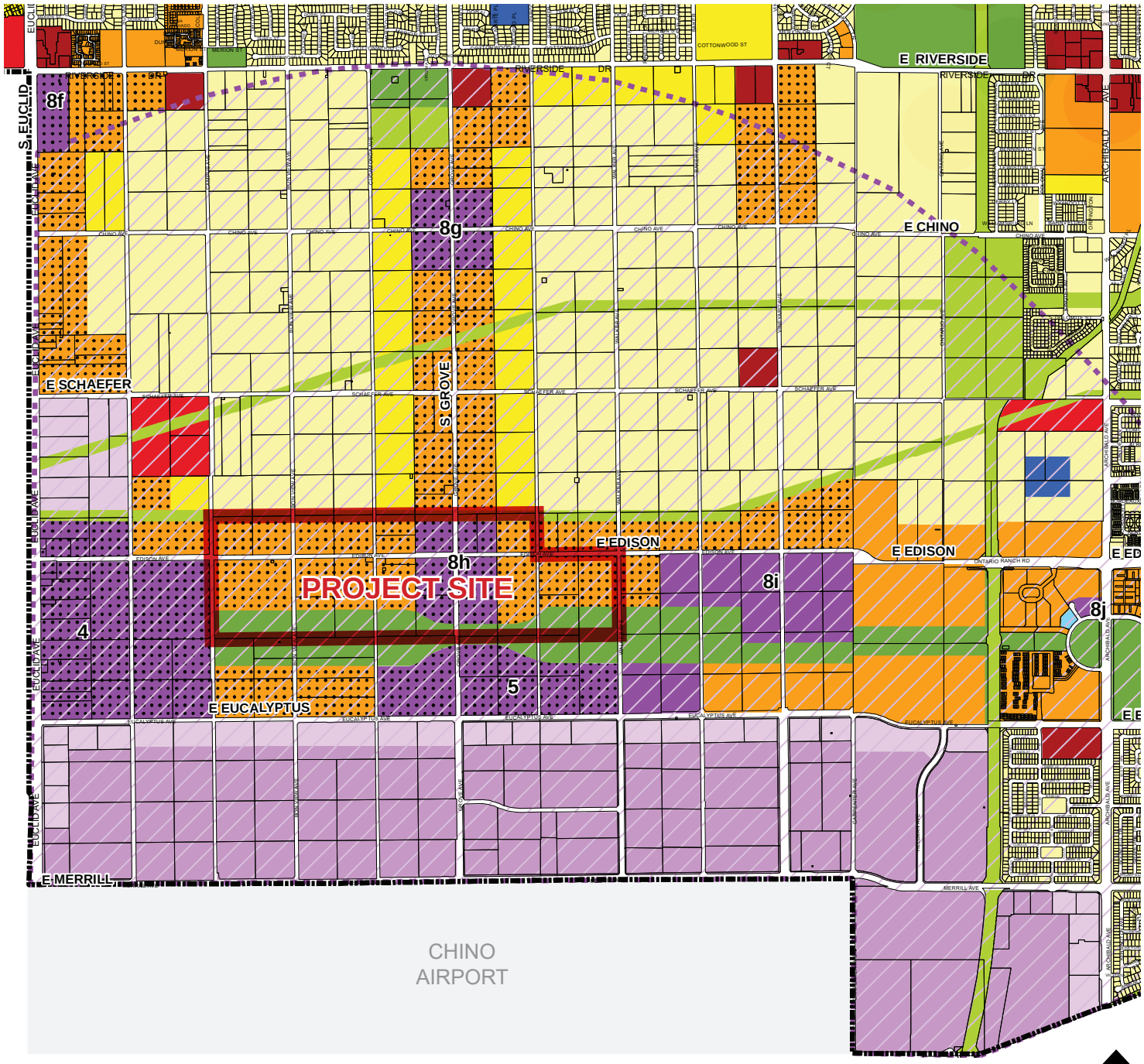
Not to scale



Source: CenterPark Specific Plan Exhibit 3-3 Existing and Surrounding Land Uses, 2025.

Figure 3-5: Surrounding Land Uses
Center Park Specific Plan, City of Ontario

Not to scale



LEGEND

Residential
- Rural (0 - 2 du/ac)
- Low Density (2.1 - 5 du / ac)
- Low-Medium Density (5.1 - 11 du / ac)
- Medium Density (11.1 - 25 du / ac)
- High Density (25.1 - 45 du / ac)

Mixed Use
- Mixed Use

Retail/Service
- Neighborhood Commercial (0.4 FAR)
- General Commercial (0.4 FAR)
- Office Commercial (0.75 FAR)
- Hospitality (1.0 FAR)

Employment
- Business Park (0.6 FAR)
- Industrial (0.55 FAR)

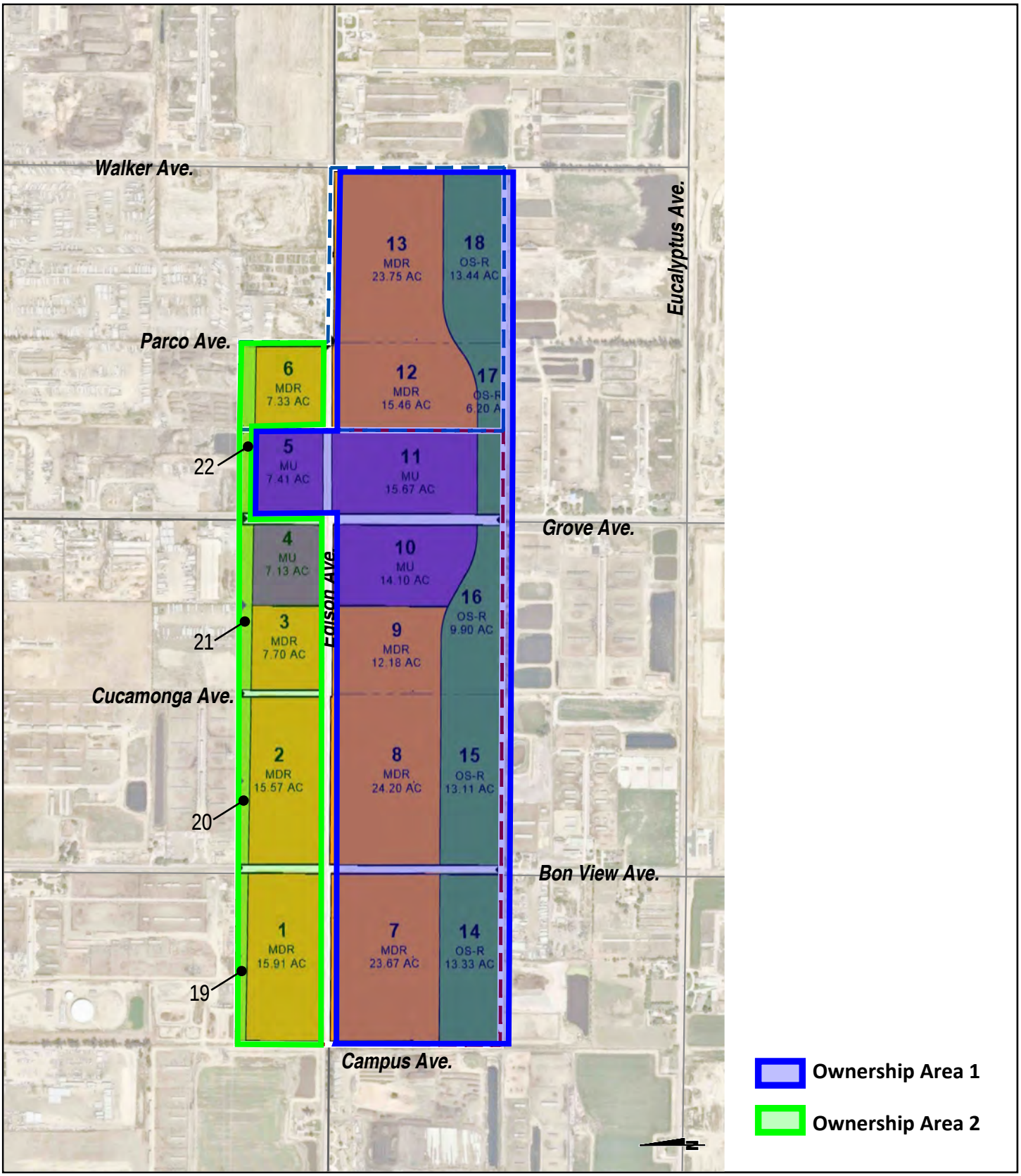
Other
- Open Space - Non-Recreation
- Open Space - Parkland
- Open Space - Water
- Public Facility
- Public School
- Airport
- Rail
- Landfill

Overlays
- Business Park
- Industrial
- Landfill Impact Area
- AH - Affordable Housing
- Chino AIA - Chino Airport Influence Area

Source: CenterPark Specific Plan Exhibit 2-1, Chino Airport Influence Area, 2025.

Figure 3-6: Existing Land Use and Zoning
CenterPark Specific Plan, City of Ontario

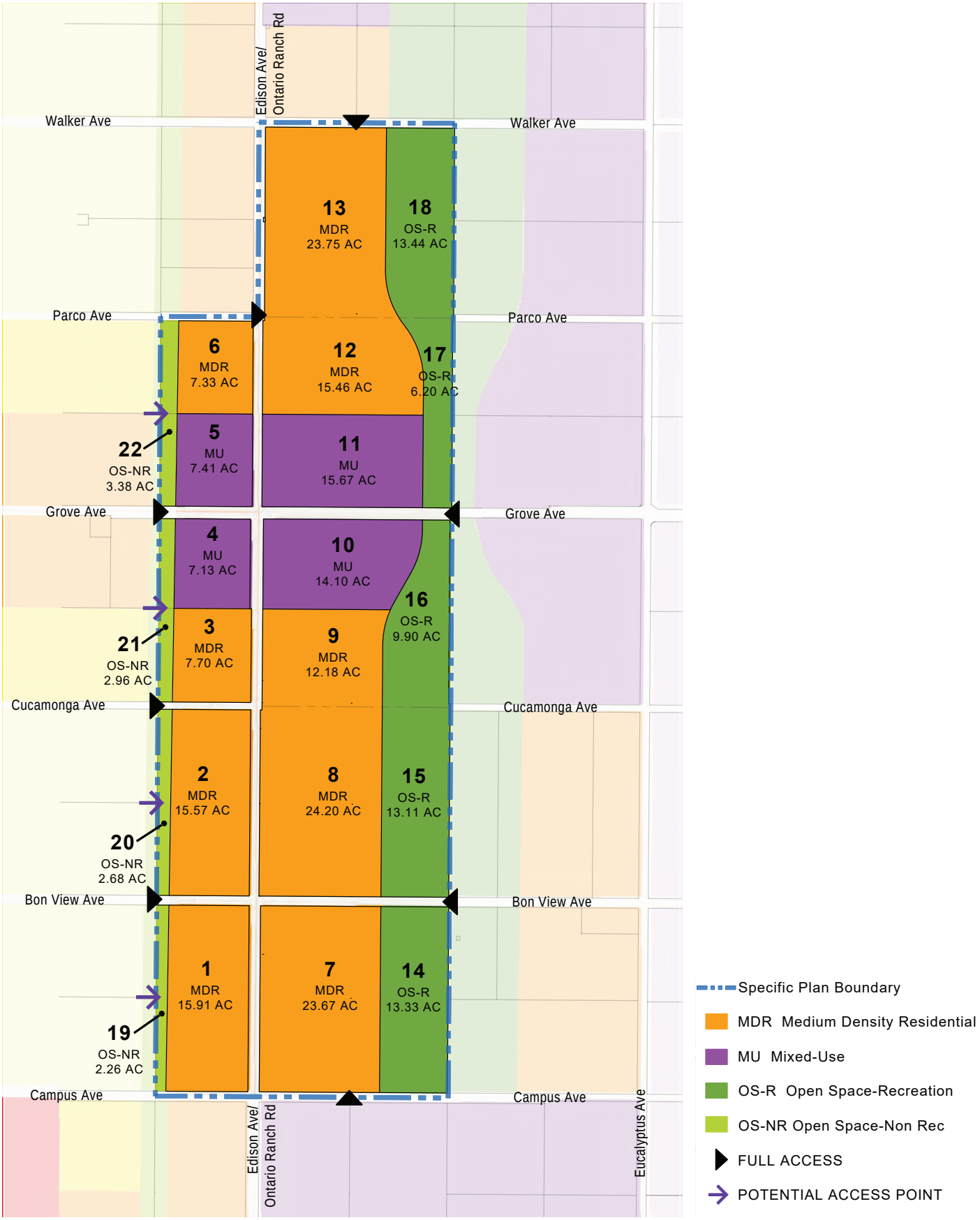
Not to scale



Source: CenterPark Specific Plan Traffic Analysis, Exhibit 1-2 Preliminary Land Use Plan and Phasing Plan, 2025.

Figure 3-7: Project Area Ownership
CenterPark Specific Plan

Not to scale



Source: CenterPark Specific Plan Exhibit 1-3 Land Use Plan, 2025.

Figure 3-8: Land Use Plan
CenterPark Specific Plan, City of Ontario

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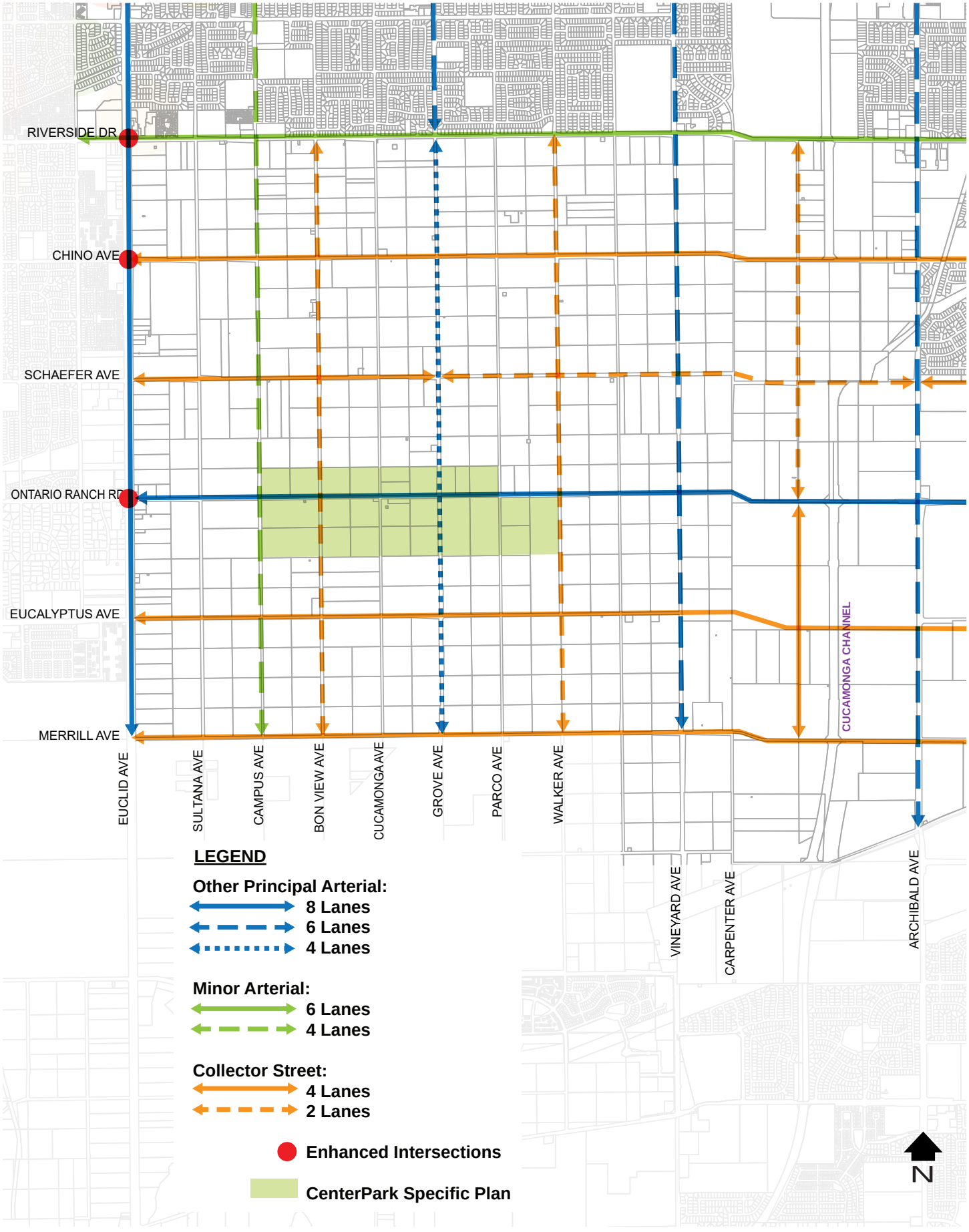
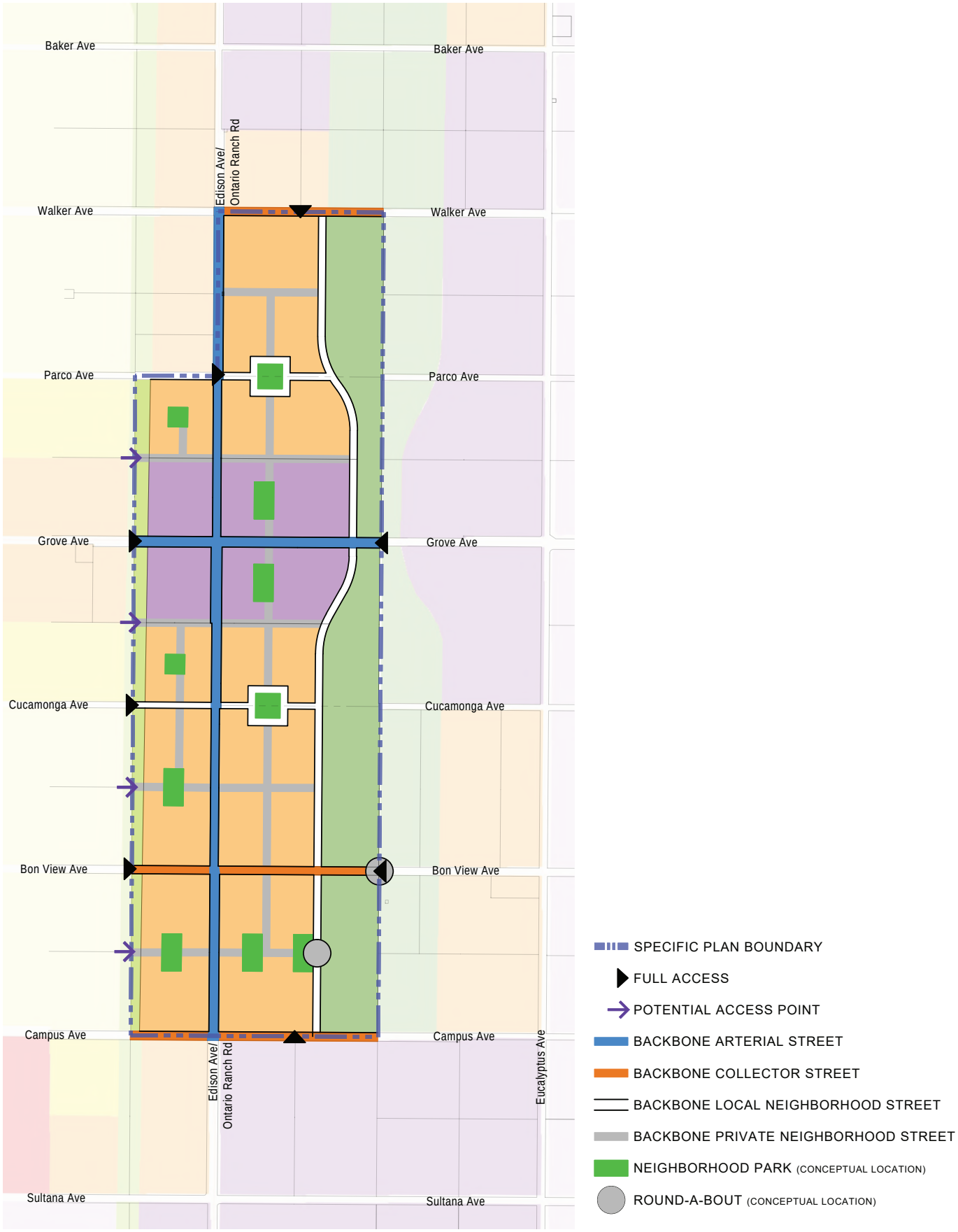


Source: CenterPark Specific Plan Exhibit 5-1 City of Ontario Road Classification System, 2025.

Figure 3-9: City of Ontario Road Classification System
CenterPark Specific Plan, City of Ontario

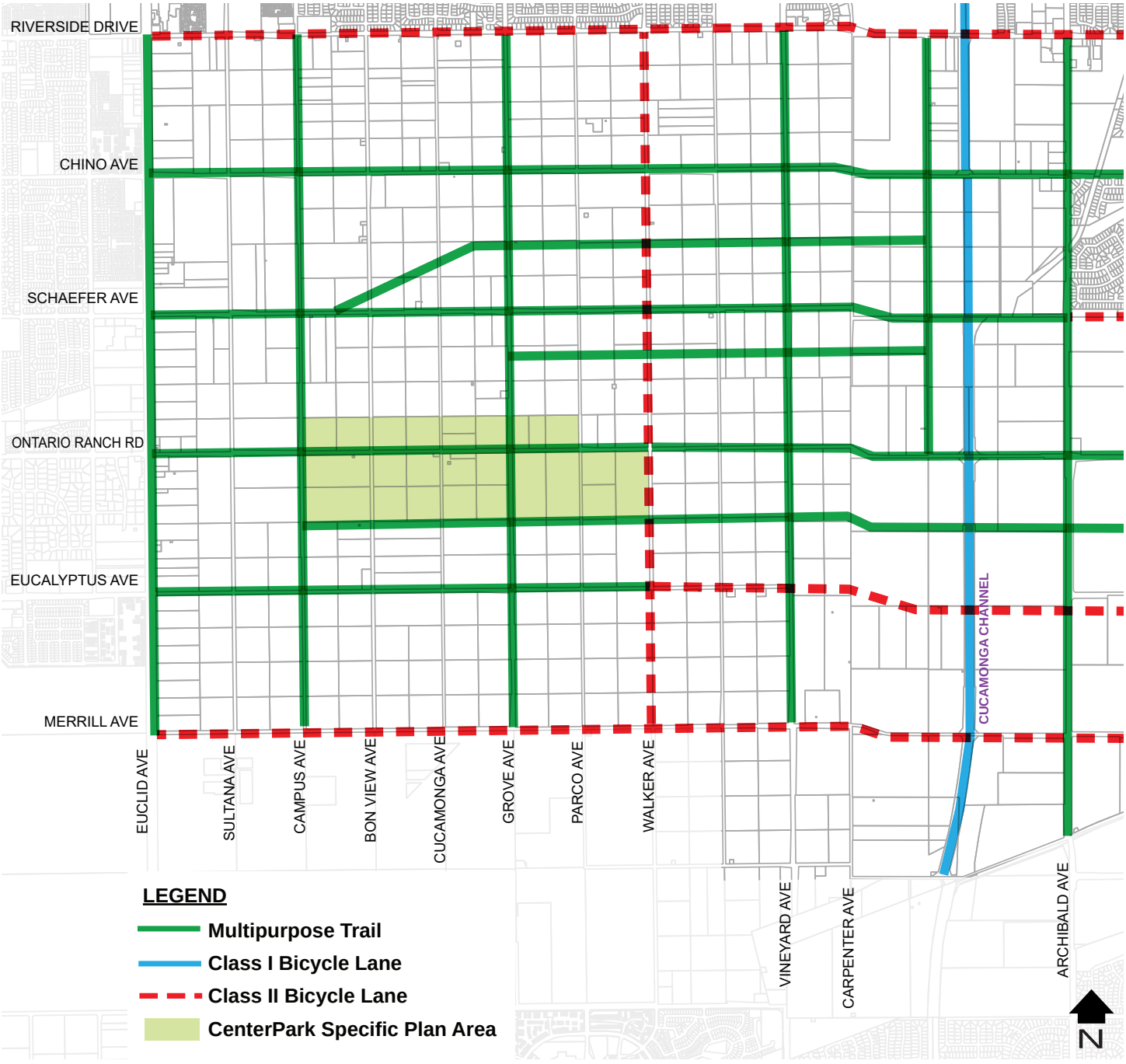
Not to scale



Source: CenterPark Specific Plan Exhibit 5-2 Conceptual Circulation Plan, 2025.

Figure 3-10: Conceptual Circulation Plan
CenterPark Specific Plan, City of Ontario

Not to scale



Source: CenterPark Specific Plan Exhibit 5-12 Conceptual Pedestrian and Regional Trail Circulation Plan, 2025.

Figure 3-11: Conceptual Pedestrian and Regional Trail Circulation Plan
CenterPark Specific Plan, City of Ontario

Not to scale

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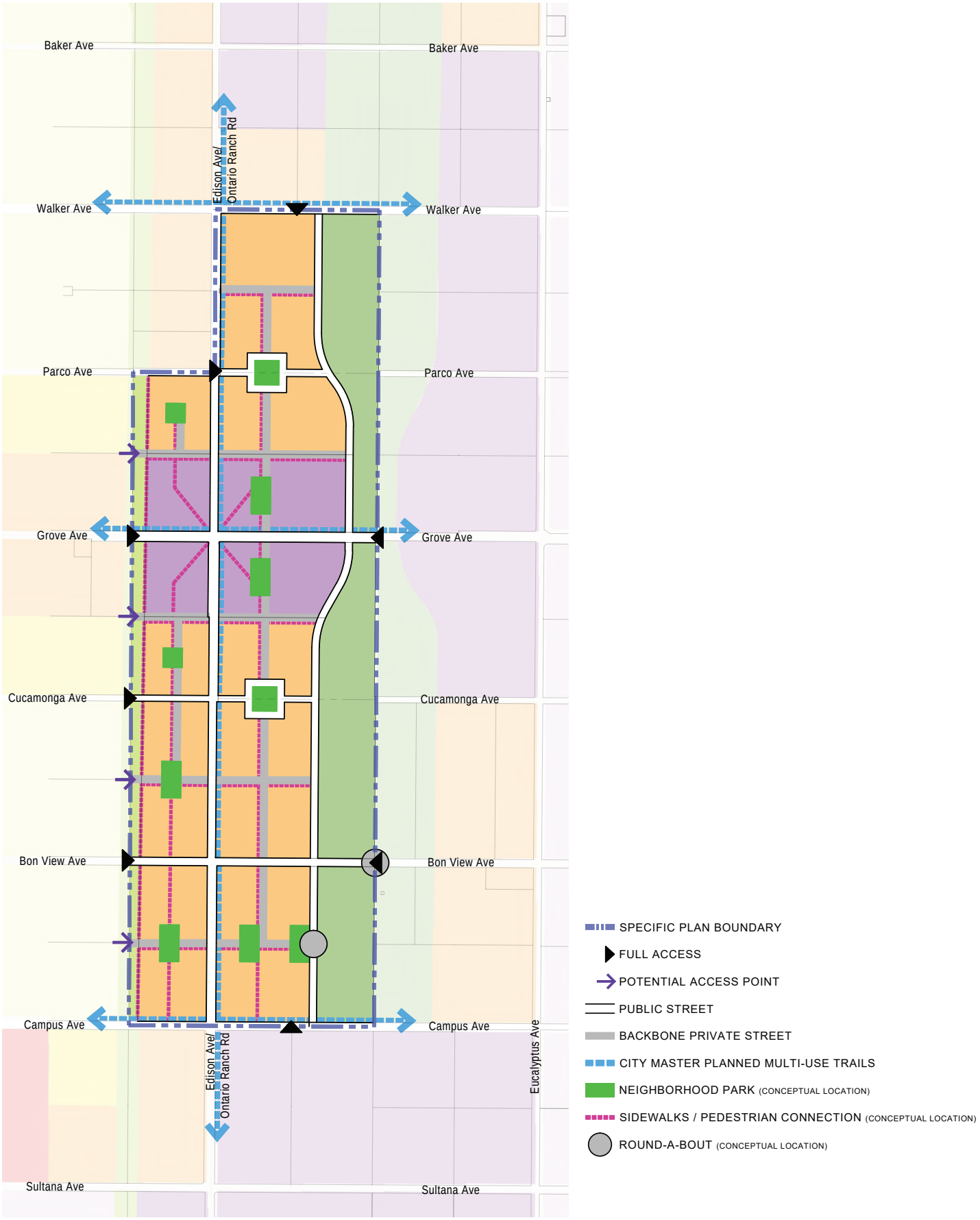
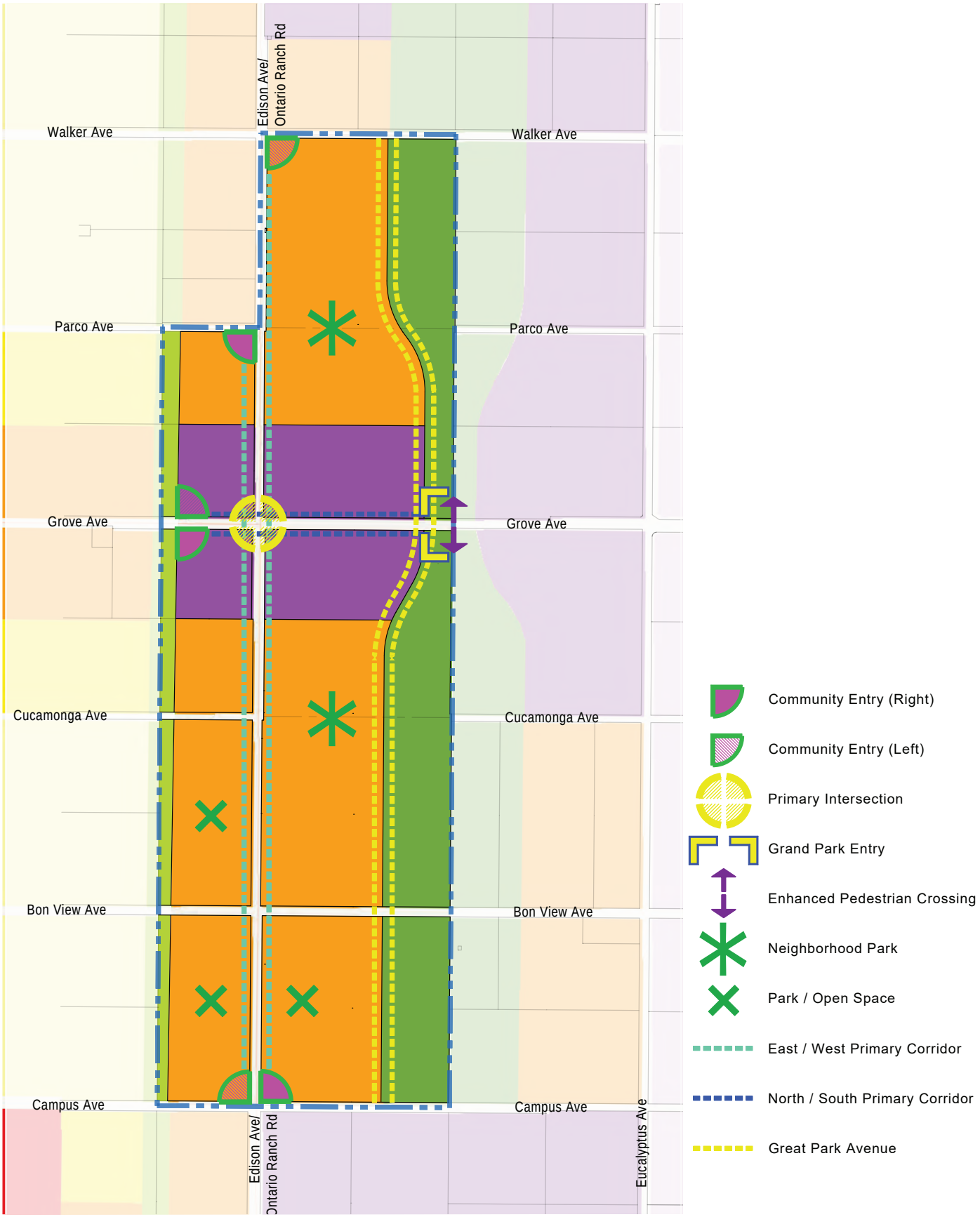


Source: CenterPark Specific Plan Exhibit 5-13 Internal Pedestrian Circulation Plan, 2025.

Figure 3-12: Internal Pedestrian Circulation Plan
CenterPark Specific Plan, City of Ontario

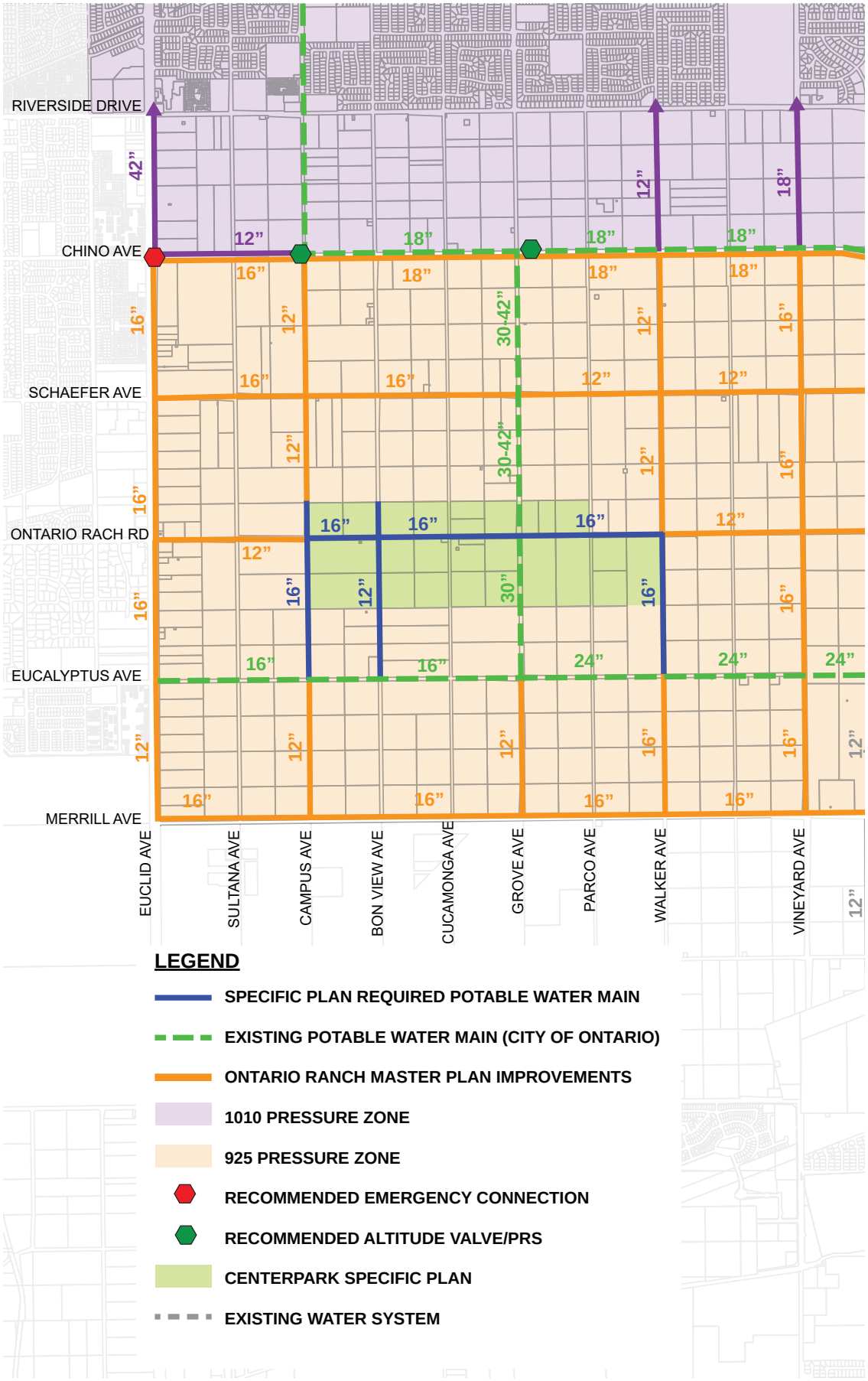
Not to scale



Source: CenterPark Specific Plan Exhibit 7-10 Landscape Framework Plan, 2025.

Figure 3-13: Conceptual Landscape Plan
CenterPark Specific Plan, City of Ontario

Not to scale

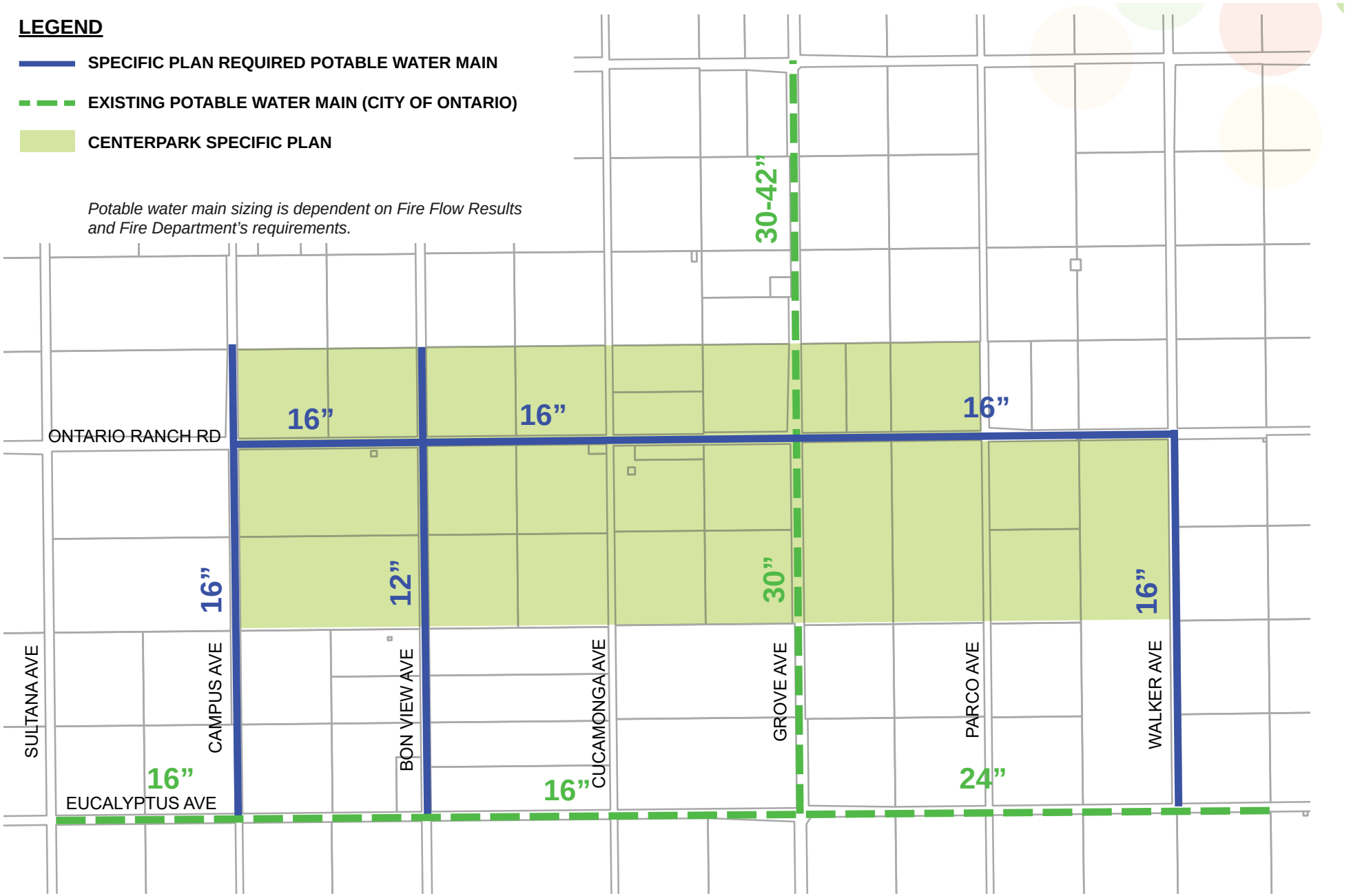


Source: CenterPark Specific Plan Exhibit 5-14 Conceptual Potable Water Master Plan, 2025.

Figure 3-14: Conceptual Potable Water Master Plan

CenterPark Specific Plan, City of Ontario

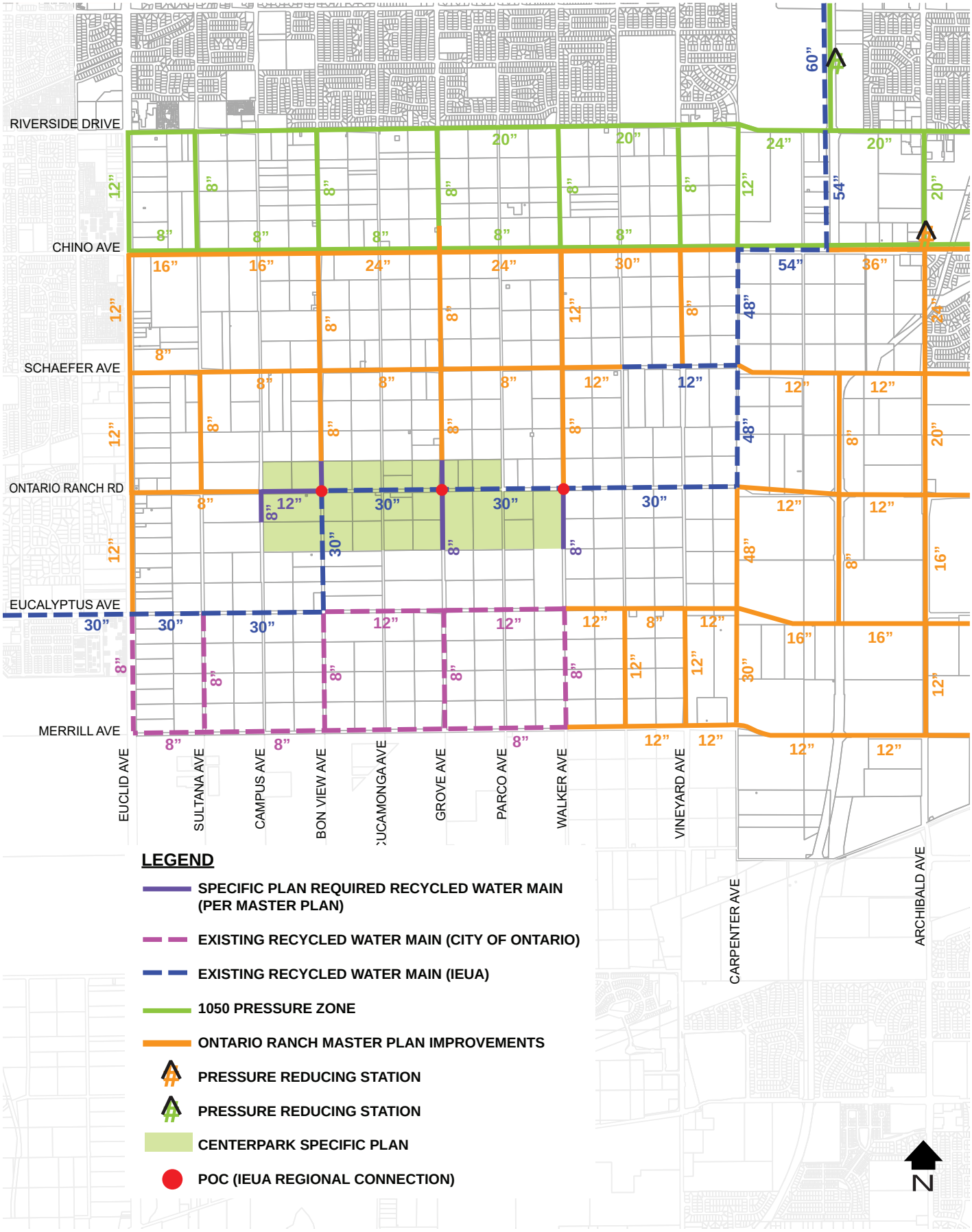
Not to scale



Source: CenterPark Specific Plan Exhibit 5-15 Conceptual Potable Water System, 2025.

Figure 3-15: Conceptual Potable Water System
CenterPark Specific Plan, City of Ontario

Not to scale

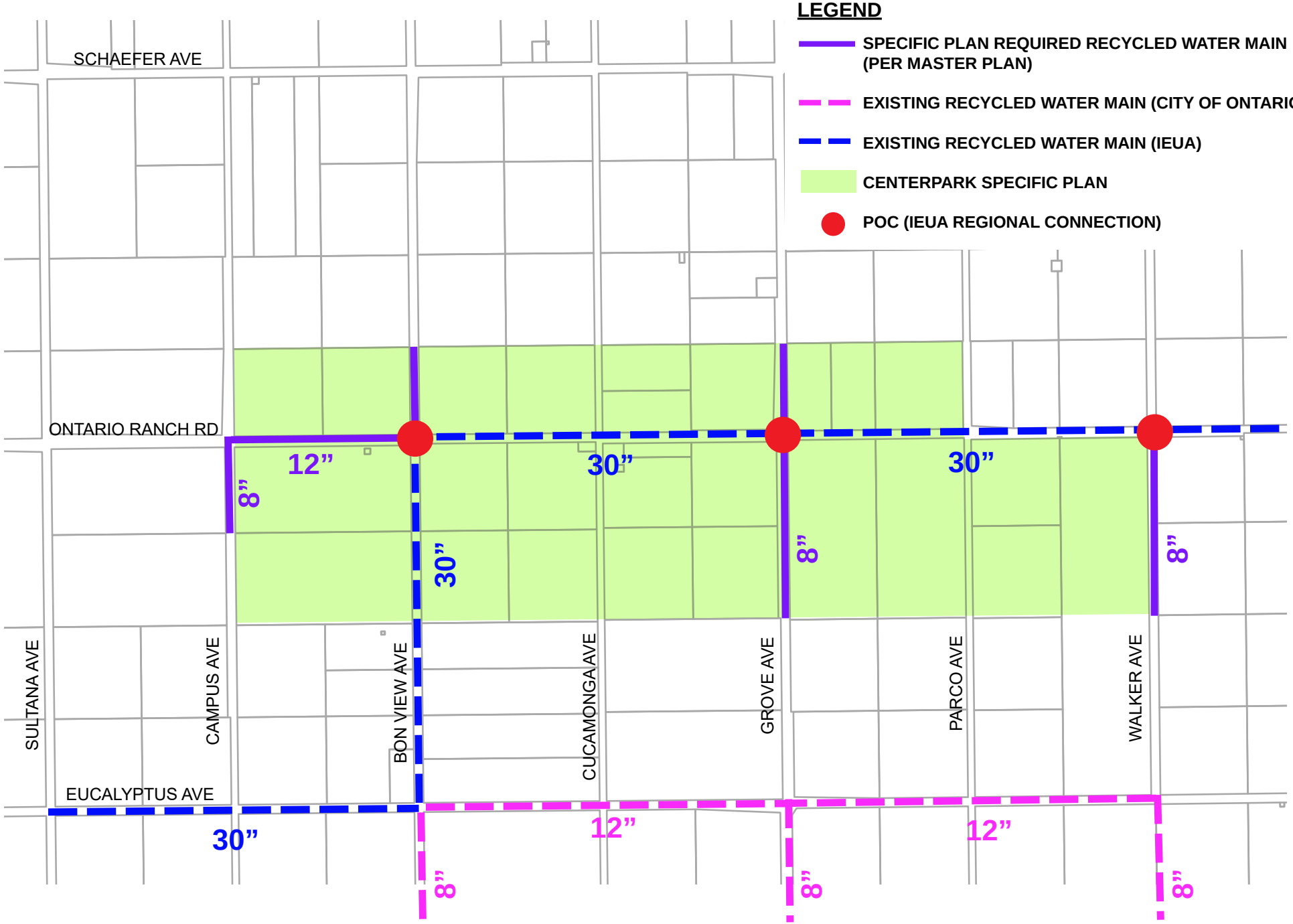


Source: CenterPark Specific Plan Exhibit 5-16 Conceptual Recycled Water Master Plan, 2025.

Figure 3-16: Conceptual Recycled Water Master Plan

CenterPark Specific Plan, City of Ontario

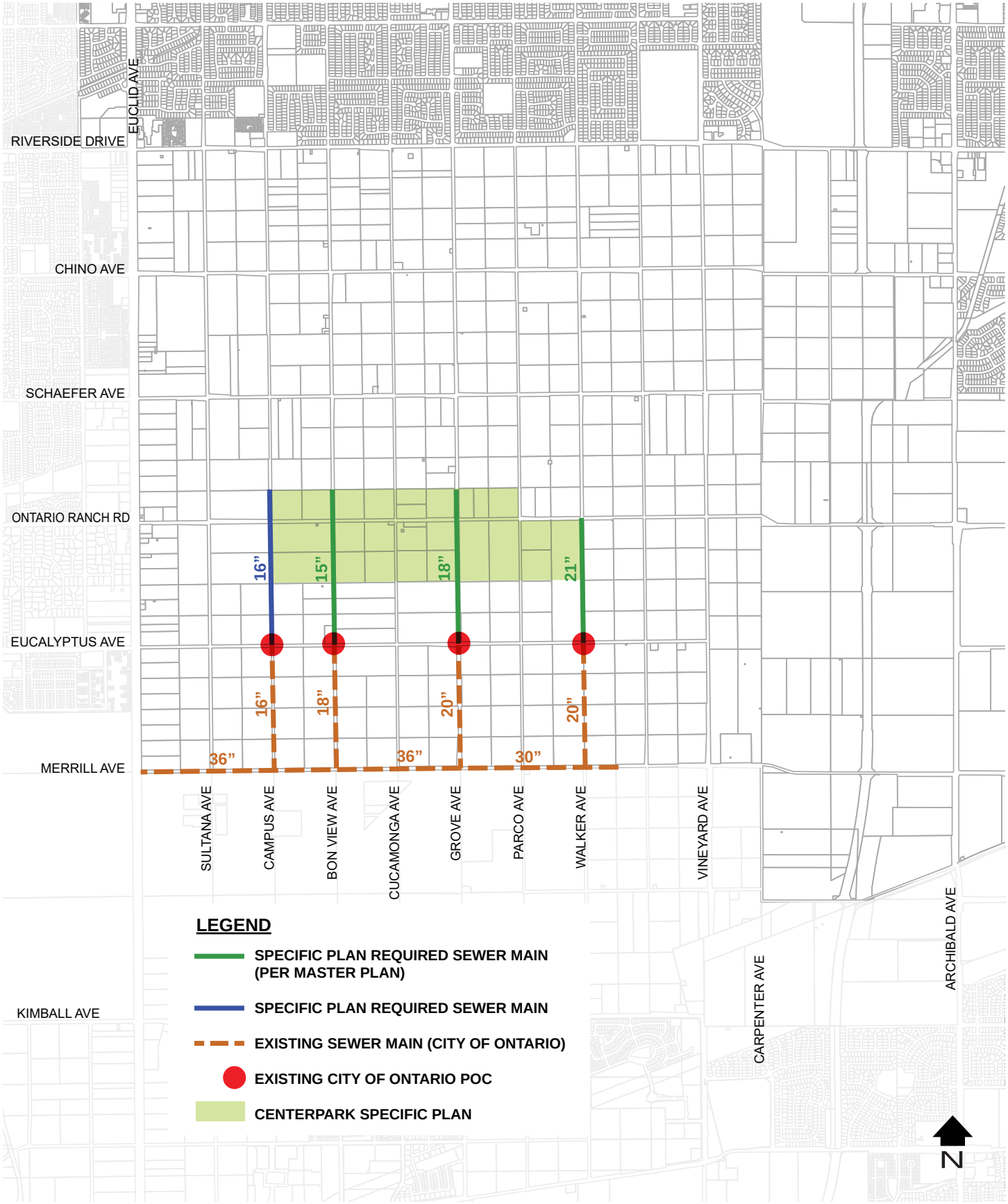
Not to scale



Source: CenterPark Specific Plan Exhibit 5-17 Conceptual Recycled Water System, 2025.

Figure 3-16: Conceptual Recycled Water System
CenterPark Specific Plan, City of Ontario

Not to scale

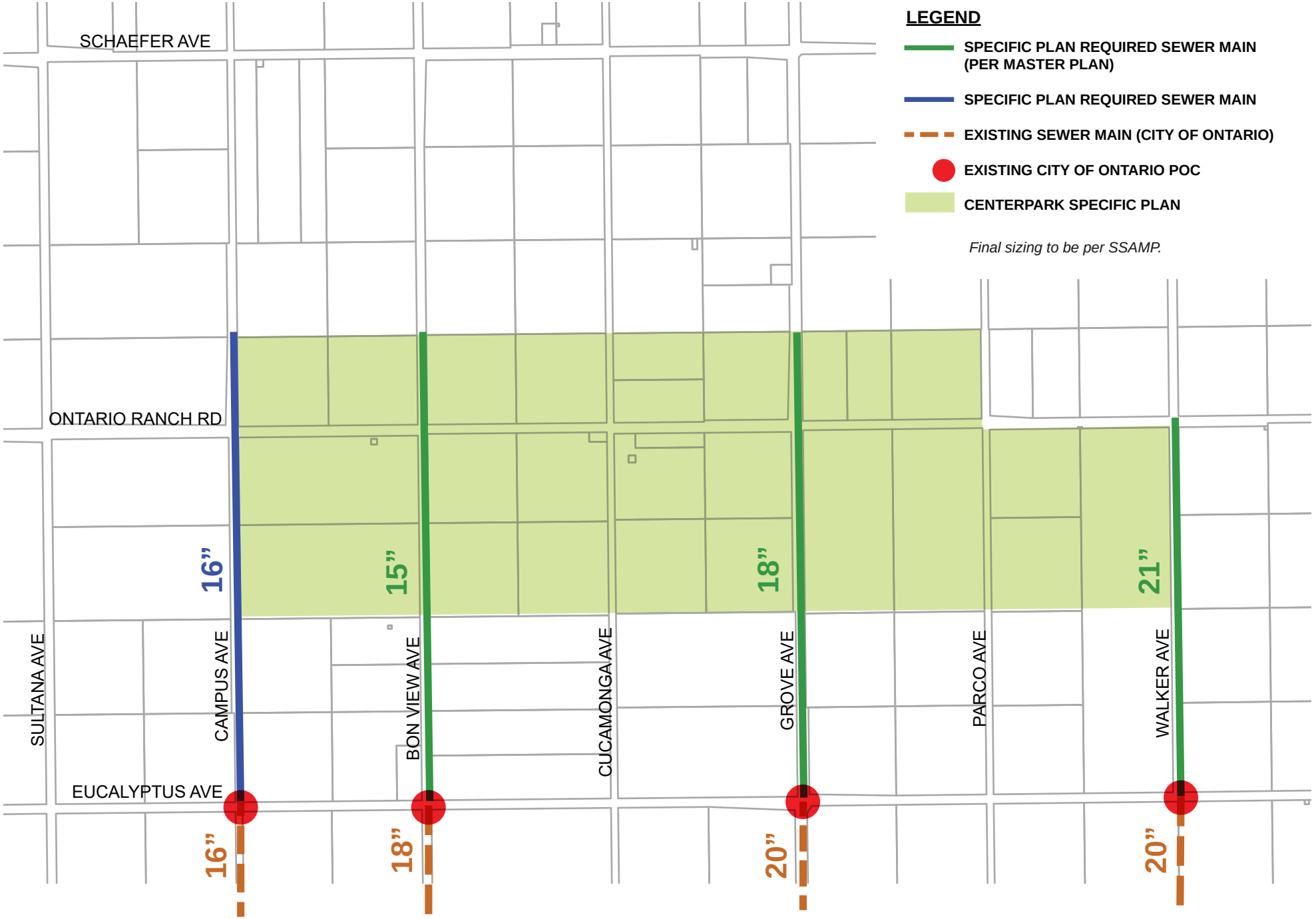


Source: CenterPark Specific Plan Exhibit 5-18 Conceptual Sewer Master Plan, 2025.

Figure 3-18: Conceptual Sewer Master Plan

CenterPark Specific Plan, City of Ontario

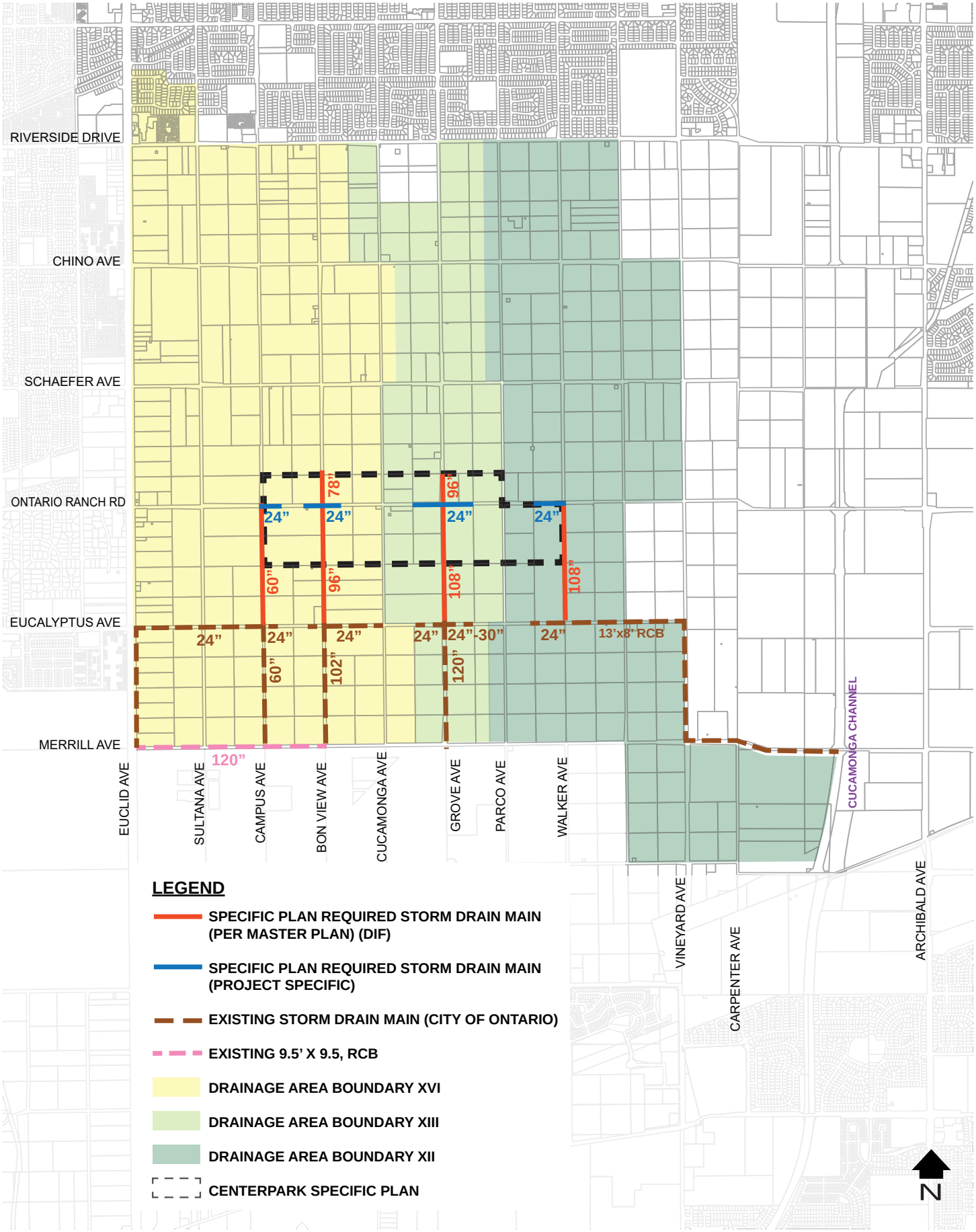
Not to scale



Source: CenterPark Specific Plan Exhibit 5-19 Conceptual Sewer System, 2025.

Figure 3-19: Conceptual Sewer System
CenterPark Specific Plan, City of Ontario

Not to scale

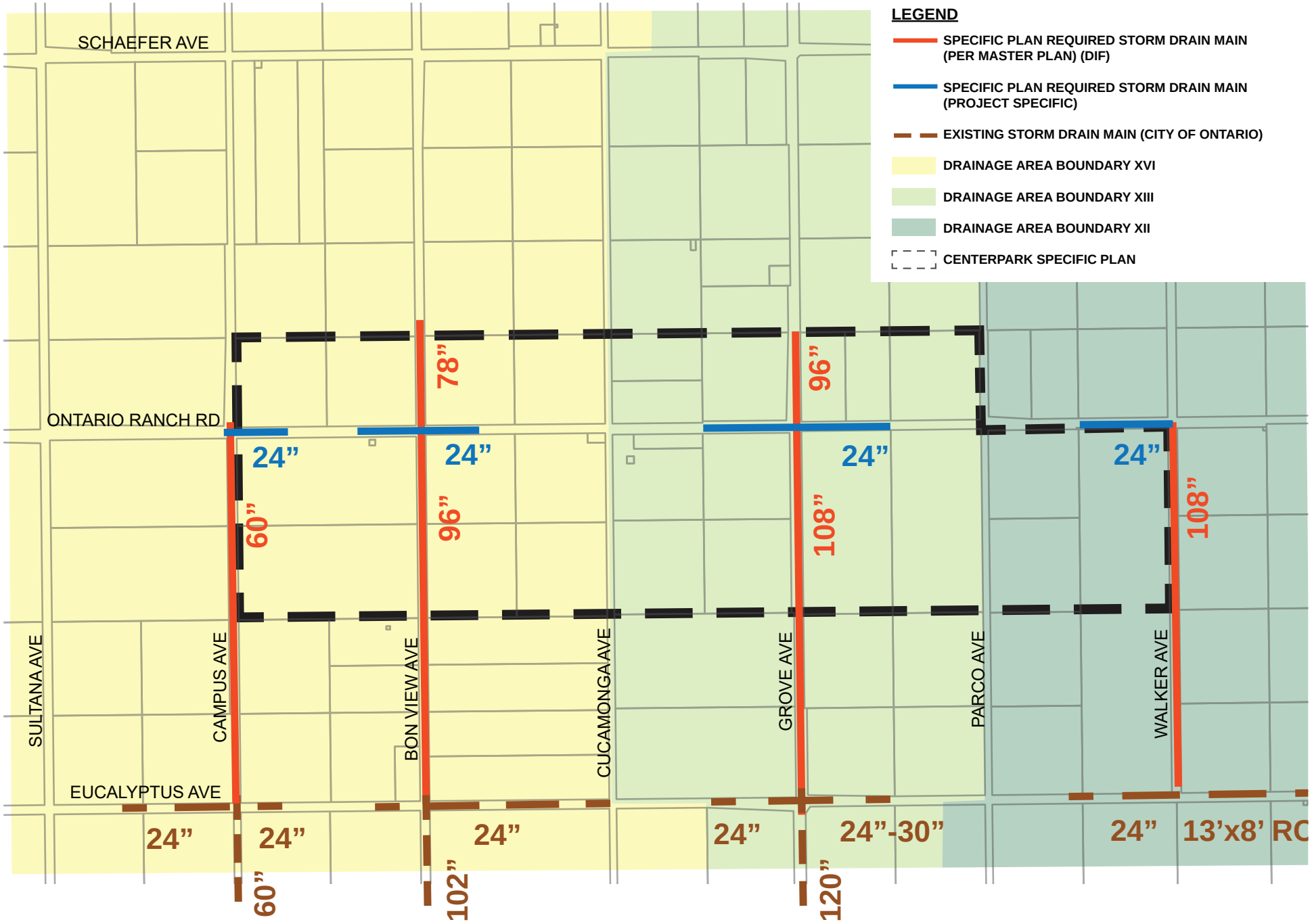


Source: CenterPark Specific Plan Exhibit 5-20 Conceptual Drainage Master Plan, 2025.

Figure 3-20: Conceptual Drainage Master Plan

CenterPark Specific Plan, City of Ontario

Not to scale



Source: CenterPark Specific Plan Exhibit 5-21 Conceptual Storm Drain Improvements, 2025.

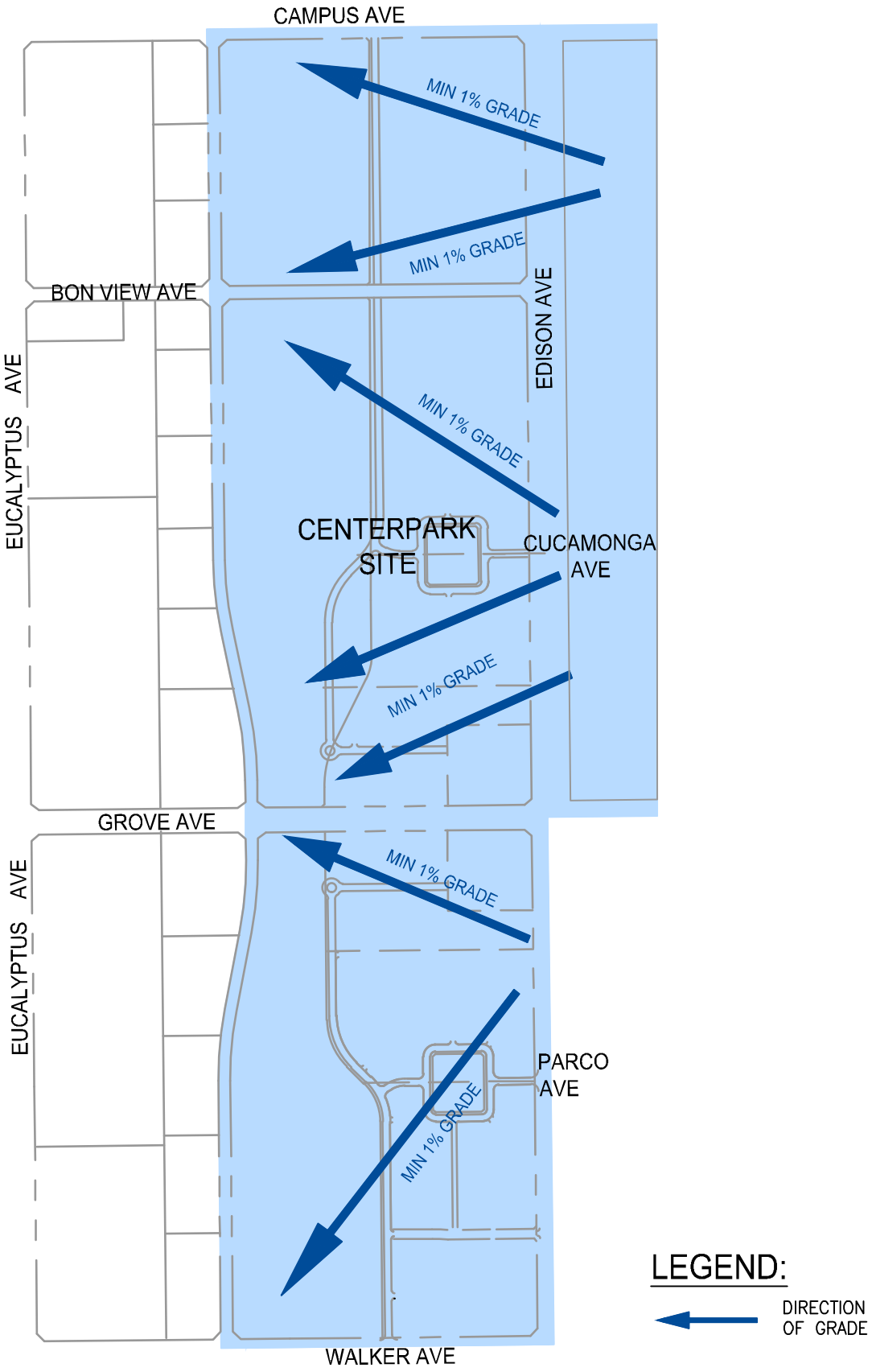
Figure 3-21: Conceptual Storm Drain Improvements
CenterPark Specific Plan, City of Ontario

Not to scale

Source: CenterPark Specific Plan Exhibit 5-23 Fiber Optic Master Plan, 2025.

Figure 3-22: Fiber Optic Master Plan
CenterPark Specific Plan, City of Ontario

Not to scale



Source: CenterPark Specific Plan Exhibit 5-23 Conceptual Grading Plan, 2025.

Figure 3-23: Conceptual Grading Plan
CenterPark Specific Plan, City of Ontario

Not to scale

4.0 ENVIRONMENTAL IMPACT ANALYSIS

This section examines the environmental setting of the Center Park Specific Plan (Project), analyzes the Project's effects and the significance of its impacts, and recommends mitigations measures to reduce or avoid impacts. This section contains one separate environmental resource area that was determined to need further study in this Draft Focused Environmental Impact Report (Focused EIR). This scope was determined in the Project's *CEQA Guidelines Section 15183 Consistency Analysis*; the Draft Focused EIR's notice of preparation (NOP); public and agency comments received during the NOP comment period from June 11, 2025, to July 14, 2025 (see **Appendix A: Notice of Preparation and Scoping Meeting Materials**); and the court ruling. The environmental issue and its corresponding section is:

- Biological Resources
- Historic Resources

The Project is consistent with the analysis performed for the TOP 2050 Supplemental EIR (TOP EIR). Further, the TOP EIR adequately anticipated and described the impacts of the Project, identified applicable mitigation measures necessary to reduce Project specific impacts, and the Project implements these mitigation measures, with the exception of Project impacts to biological resources and historic resources, which remains significant despite the implementation of mitigation measures. In order to address biological resources and historic resource impacts that were not adequately anticipated by the TOP EIR, a Focused EIR will be prepared.

A comprehensive environmental evaluation has been completed for the Project as documented in the Project's *CEQA Guidelines Section 15183 Consistency Analysis*. This evaluation concludes that the Project requires additional environmental review because Tier II historical resources were identified within the Project site and impacts to Tier II historical resources were not explicitly analyzed within the TOP EIR. Therefore, while the Project is consistent with the development density and use characteristics established by TOP 2050, as analyzed by the TOP EIR (SCH No. 2021070364, certified August 2022), and all required findings, with the exception of findings related to biological resources and historical resources, can be made. Consequently, a Focused EIR will be required for those Project impacts that were not adequately addressed in the TOP EIR.

Section 4.1: Biological Resources and **Section 4.2: Historic Resources** provides a detailed discussion of the environmental setting, effects associated with the Project, and mitigation measures designed to reduce significant impacts where required and when feasible. The residual impacts following the implementation of any mitigation measure are also discussed.

During the scoping period, it was also determined that certain thresholds under an environmental resource area would not be significantly affected by implementation of the Project. These resource areas are: Aesthetics, Agriculture and Forestry Resources, Air Quality, Archaeological Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services,

Recreation, Transportation, Tribal Cultural Resources, Utilities and Services Systems, and Wildfire, are discussed in **Section 7.0: Effects Found Not to be Significant**.

4.0.1 Approach to Environmental Analysis

Organization of Environmental Analysis

The potentially significant environmental resource areas are addressed in separate EIR sections (**Section 4.1** and **Section 4.2**) and are organized into the following subsections:

1. Introduction
2. Environmental Setting
3. Regulatory Setting
4. Impact Thresholds and Significance Criteria
5. Plans, Programs, and Policies
6. Impacts and Mitigation Measures
7. Cumulative Impacts
8. Significant Unavoidable Impacts
9. References

In addition, **Section 1.0: Executive Summary**, has **Table 1-1: Summary of Significant Environmental Impacts and Proposed Mitigation Measures** that summarizes all impacts by environmental resource.

Terminology Used in this Draft Focused EIR

The threshold of significance is identified for each impact in this Draft EIR. Although the criteria for determining significance are different for each topic area, the environmental analysis applies a uniform classification of the impacts based on definitions consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines.

- **No Impact.** The project would not change the environment.
- **Less than significant impact.** The project would not cause any substantial, adverse change in the environment.
- **Less than significant with mitigation incorporated.** The EIR includes mitigation measures that avoid substantial adverse impacts on the environment.
- **Significant and unavoidable.** The project would cause a substantial adverse effect on the environment, and no feasible mitigation measures are available to reduce the impact to a less than significant level.

4.1 BIOLOGICAL RESOURCES

4.1.1 Introduction

This section of the Draft Focused Environmental Impact Report (EIR) examines the existing biological resources and potential impacts that may result from the construction and operation of the proposed CenterPark Specific Plan Project (Project). The analysis in this section is based in part on the following resources:

- Cadre Environmental. 2024. *Biological Resources Technical Report Center Park Specific Plan City of Ontario, California*. (**Appendix C1**)
- ELMT Consulting, Inc. 2024. *Delhi Sands Flower-Loving Fly Habitat Suitability Assessment*. (**Appendix C2**)
- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

The Project site is anticipated to be developed in two "Ownership Areas" (representing different ownership conditions) within 22 planning areas (PAs), with "Ownership Area 1" proposed at a project-level entitlement and "Ownership Area 2" proposed at a "programmatic" level. Ownership Area 1 is owned by the applicant of the CenterPark Specific Plan. Ownership Area 2 contains parcels owned by others and are included as part of the Specific Plan. Ownership Area 1 of the Project includes Planning Areas (PAs) 5 and 7 through 18, which would allow for the development of up to 210,544 square feet of mixed-use retail and office, 3,095 residential dwelling units and 55.98 acres of parkland use. Ownership Area 2 of the Project includes potential future developments in PAs 1 through 4, 6, and 19 through 22, and would allow for the development of up to 40,376 square feet of mixed-use retail and office, 1,198 residential units, and 11.28 acres of open-space parkland and non-recreational uses. The Project Applicant does not own the parcels within Ownership Area 2 (PAs 1 through 4, 6, and 19 through 22) and does not have access to Ownership Area 2 at this time; refer to **Figure 3-7: Project Area Ownership**. Therefore, the City serves as the applicant for Ownership Area 2.

The Biological Resources Technical Report prepared by Cadre Environmental analyzed a 194.05-acre portion of the Project site that represents Ownership Area 1 within the Project site. The Biological Resources Technical Report includes a thorough literature review, results of the site reconnaissance survey, and biological resources recommendations for the Project; refer to **Appendix C1: Biological Resources Technical Report**. Currently, the Applicant does not control the Ownership Area 2 parcels, as described above. Therefore, a site reconnaissance survey was not completed for Ownership Area 2.

4.1.2 Environmental Setting

Existing Conditions

As discussed in **Section 3.0: Project Description**, the Project site consists of 29 existing parcels totaling 257.34 acres. The Project site comprises existing agricultural uses, including the raising of livestock, field

crop farming, dairy farming activities, and rural residences scattered throughout the area. Rural residential housing, farm buildings and other ancillary facilities occupy those areas not in active agricultural production. The natural vegetation and soil conditions that once occurred throughout the Project site have been significantly altered through agricultural uses, leaving little or no native vegetation. Existing uses surrounding the Project site are similar to those on the site. Nursery/Field Crops, Dairy Operations, and Rural Residential and uses are located north of Edison Avenue. Dairy Operations and Rural Residential land uses are located south towards Eucalyptus Avenue. Field Crops, Dairy Operations, and Rural Residential land uses are located east of Campus Avenue and West of Walker Avenue. Refer to **Section 3.0** and **Figure 3-5: Surrounding Land Uses**.

The City lies within the broad alluvial fan originating from the southern flank of the San Gabriel Mountains, and dips gradually southward to the confluence of San Antonio Channel, Cucamonga Channel/Mill Creek, and the Santa Ana River at the Prado Dam Flood Control Basin in Riverside County[1]. The Santa Ana River flows to the south of the City and Cucamonga Creek and Deer Creek traverse north to south through the City. The Project site generally slopes to the south at approximately 0.8 percent and 2.0 percent, with a gentle slope and elevations ranging from approximately 700 feet above mean sea level (amsl) in the northeast portion of the Project site to approximately 680 feet amsl in the southwest portion of the Project site.

Plant Communities/Habitat[2]

The entire Project site has been disturbed by the previous development and agriculture and farming uses. The majority of the Project site continues to be utilized as an active dairy including dry lots, milking parlors/feed storage facilities, and housing. These areas are either devoid of vegetation or dominated by ornamental, ruderal non-native, and native species commonly detected in disturbed habitats. Furthermore, portions of the Project site continue to be actively farmed including the current production of feed and hay products.

As mentioned above, a majority of the Project site currently consists of active dairy with dry lots, milking parlors/feed storage facilities and housing. These areas are either devoid of vegetation or dominated by ornamental, ruderal non-native and native species commonly detected in disturbed habitats. Based on the site reconnaissance survey of Ownership Area 1 conducted by Cadre Environmental, these species include Palmer's amaranth (*Amaranthus palmeri*), summer cypress (*Bassia scoparia*), horseweed (*Erigeron canadensis*), Russian thistle (*Salsola tragus*), prostate knotweed (*Polygonum aviculare*), cheeseweed (*Malva parviflora*), red-stemmed filaree (*Erodium cicutarium*), castor bean (*Ricinus communis*), prickly lettuce (*Lactuca serriola*), Bermuda grass (*Cynodon dactylon*), truncate finger grass (*Chloris truncata*), barnyard grass (*Echinochloa crusgalli*), goose grass (*Eleusine indica*), wild oat (*Avena fatua*), foxtail barley (*Hordeum murinum*), and ripgut brome (*Bromus diandrus*).[3] Furthermore, several dairy effluent retention ponds are located on the Project site and are either devoid of vegetation or inundated with discharge. No riparian scrub, forest or woodland habitat is associated with these ponds.

[1] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report*. https://content.ontarioca.gov/sites/default/files/2024-12/Final_DraftSEIR_TOP2050.pdf.
[2] Cadre Environmental. 2024. *Biological Resources Technical Report for CenterPark Specific Plan*, page 15. (**Appendix C1**).
[3] Ibid.

Disturbed portions of the Project site are either devoid of vegetation (dirt roads and follow fields) or dominated by the following species including golden crown beard (*Verbesina encelioides*), tumbling pigweed (*Amaranthus albus*), puncture vine (*Tribulus terrestris*), London rocket (*Sisymbrium irio*), stinknet (*Oncosiphon pilulifer*), giant reed (*Arundo donax*), salt cedar (*Tamarisk ramosissima*), tree tobacco (*Nicotiana glauca*), sacred datura (*Datura wrightii*), milk thistle (*Silybum marianum*), Australian saltbush (*Atriplex semibaccata*), Boccone's sand spurrey (*Spergularia bocconi*), spiny cocklebur (*Xanthium spinosum*), Mediterranean canarygrass (*Phalaris minor*), field bindweed (*Convolvulus arvensis*), common sow thistle (*Sonchus oleraceus*), annual beard-grass (*Polypogon monspeliensis*), and annual sunflower (*Helianthus annus*).

Furthermore, the site reconnaissance survey identified the following in the developed areas of the Project site: Peruvian peppertree (*Schinus molle*), bougainvillea (*Bougainvillea sp.*), pine (*Pinus sp.*), California sycamore (*Platanus racemosa*), Mexican fan palm (*Washingtonia robusta*), white mulberry (*Morus alba*), ash (*Fraxinus sp.*), olive (*Olea europaea*), Chinese elm (*Ulmus parvifolia*), tree of heaven (*Ailanthus altissima*), and jacaranda (*Jacaranda sp.*). No suitable habitat for sensitive plant species including those listed as federal or state threatened/endangered was documented within the Project site.

Sensitive Biological Resources[4]

Discussed below are plant and wildlife species potentially present in the Project site that have been afforded special recognition by federal or state agencies. This discussion is based on species that would pose considerable constraints on the Project because of their high sensitivity status (listed or proposed for listing as rare, threatened, or endangered) with state and/or federal resource agencies. In addition, plants included on Lists 1, 2, 3, or 4 of the California Native Plant Society (CNPS) inventory are also considered of special status. Vegetation communities that are unique, of relatively limited distribution, or of particular value to wildlife and considered sensitive by state and/or federal resource agencies are also generally discussed. No suitable habitat for sensitive plant species including those listed as federal or state threatened/endangered was documented within the Project site. There is a low probability of occurrence due to the Project's site-specific factors (e.g., disturbance level, land use, etc.).

In general, those species presented in **Table 4.1-1: Special-Status Plant Species Potentially Occurring in the Site Vicinity** and **Table 4.1-2: Special-Status Wildlife Species Potentially Occurring in the Site Vicinity** that are "not expected" or that have a "low occurrence potential" generally correspond to "less than significant" under CEQA. As it relates to the occurrence potential of special-status plant species, "not detected" refers to perennial plants and shrubs that are identifiable year-round. Therefore, if they are not detected they are not present at any time. "No potential" addresses annual plants that are not detectable year-round. In **Table 4.1-1**, "no potential" is followed by justification of why they are not expected to occur on-site. The occurrence potential of special-status plant and wildlife species is primarily based on habitat types present, occurrence records of sensitive species from the site vicinity, and results of the on-site reconnaissance surveys. Because the disturbance level, land use, and other environmental factors are consistent between Ownership Area 1 and Ownership Area 2, occurrence potential of special-status plant and wildlife species analyzed for Ownership Area 1 is anticipated to be the same for Ownership Area 2.

[4] Ibid, pages 17 through 38.

Special-Status Plant Species

Thirteen sensitive plant species have the potential to occur within the vicinity of the Project site. However, no special-status plant species were detected within Ownership Area 1 during the reconnaissance survey, and none are expected within the entire Project site due to lack of suitable habitat, including those listed as federal or state threatened/endangered. Additionally, no sensitive special status plant species were documented or expected to occur within the Project site. Special-status plant species known from the region and their occurrence potential on the Project site are summarized below in **Table 4.1-1**.

Table 4.1-1: Special-Status Plant Species Potentially Occurring in the Site Vicinity

Common Name Scientific Name	Status			Habitat Requirements	Occurrence Potential
	Federal	State	CRPR		
Nevin's barberry *(Berberis nevinii)*	FE	SE	1B.1	Perennial evergreen shrub which generally blooms from February to June within chaparral, cismontane woodland, coastal scrub, and riparian scrub in sandy, gravelly substrates.	**Not Detected.**
Plummer's mariposa-lily (*Calochortus plummerae*)	--	--	4.2	Perennial bulbiferous herb which generally blooms from May to June within chaparral, cismontane woodland, coastal scrub, lower montane coniferous forest, and grassland habitats with granite and rocky substrates.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Lucky morning glory *(Calystegia felix)*	--	--	1B.1	Annual rhizomatous herb generally blooming from March to September within meadows, seeps and riparian scrub habitat.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Parry's spineflower (Chorizanthe parryi var. parryi)	--	--	1B.1	Annual herb which generally blooms from April to June within chaparral, cismontane woodland, coastal scrub and grassland habitats with sandy and/or rocky openings.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Slender-horned spineflower (Dodecahema leptoceras)	FE	SE	1B.1	Annual herb which generally blooms from April to June within chaparral, cismontane woodland and coastal scrub (alluvial fan) with sandy substrates.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Mesa horkelia (*Horkelia cuneata ssp. puberula)*	--	--	1B.1	Perennial herb which generally blooms from February to September within chaparral (maritime), cismontane woodland and coastal scrub with sandy or gravelly substrates.	**Not Detected.**
Robinson's pepper-grass (*Lepidium virginicum var. robinsonii*)	--	--	4.3	Annual herb which generally blooms from January to July within chaparral and coastal sage scrub habitats.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Prostate vernal pool navarretia (*Navarretia prostrata*)	--	--	1B.2	Annual herb generally blooming from April to July within coastal scrub, meadows and seeps, valley and foothill grasslands and vernal pools.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Brand's star phacelia (*Phacelia stellaris*)	--	--	1B.1	Annual herb generally blooming from March to June within coastal sage scrub and dune habitats.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
White rabbit tobacco (*Pseudognaphalium leucocephalum*)	--	--	2B.2	Perennial herb generally blooming from July to December within chaparral, cismontane woodland, coastal scrub and riparian woodland habitats.	**Not Detected.**

Common Name Scientific Name	Status			Habitat Requirements	Occurrence Potential
	Federal	State	CRPR		
Salt spring checkerbloom (*Sidalcea neomexicana*)	--	--	2.2	Perennial herb which generally blooms from March to June within chaparral, coastal scrub, lower montane coniferous forest, Mojavean desert scrub, and playas within alkaline/mesic gravelly substrates.	**Not Detected.**
San Bernardino aster (*Symphyotrichum defoliatum*)	--	--	1B.2	Perennial rhizomatous herb generally blooming from July to December within various vegetation communities in associating with wetland substrates (ditches, streams and springs).	**Not Detected.**
Rigid fringepod (*Thysanocarpus rigidus*)	--	--	1B.2	Annual herb generally blooming from February to May within pinyon and juniper woodland habitats.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.

California Native Plant Society (CNPS): California Rare Plant Rank (CRPR)
CRPR 1A – plants presumed extinct in California
CRPR 1B – plants rare, threatened, or endangered in California, but more common elsewhere
CRPR 2A – plants presumed extirpated in California but common elsewhere
CRPR 2B – plants rare, threatened, or endangered in California but more common elsewhere
CRPR 3 – plants about which we need more information, a review list
CRPR 4 – plants of limited distribution, a watch list
.1 – Seriously endangered in California
.2 – Fairly endangered in California
.3 – Not very endangered in California
Federal (USFWS) Protection and Classification
FE – Federally Endangered
FT – Federally Threatened
FC – Federal Candidate for Listing
State (CDFW) Protection and Classification
SE – State Endangered
ST – State Threatened

Source: Cadre Environmental. 2024. *Biological Resources Technical Report Center Park Specific Plan City of Ontario, California*, page 26-28. (**Appendix C1**).

Special-Status Wildlife Species

A total of 50 sensitive invertebrate and wildlife species have the potential of occurring within the vicinity of the Project site. The Project site does not occur within or adjacent to a U.S. Fish and Wildlife Service (USFWS) designated critical habitat for any federally listed threatened or endangered species. No special-status wildlife species were observed within the Project site. However, Northern harrier (*Circus cyaneus)* and White-faced ibis (*Plegadis chihi*) were observed adjacent to and within Ownership Area 1 during previous surveys of adjacent properties in 2022, resulting in a high potential to occur. Additionally, several species observed during the survey were deemed to have a moderate occurrence potential (primarily as foragers). Most remaining potentially occurring sensitive wildlife species are not expected to occur on-site due to lack of suitable habitat. Sensitive wildlife species potentially occurring on the Project site are summarized below in **Table 4.1-2**.

Table 4.1-2: Special-Status Wildlife Species Potentially Occurring in the Site Vicinity

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Invertebrates				
Crotch bumble bee (*Bombus crotchii*)	--	SC	Inhabits grasslands and shrublands and requires a hotter and drier environment than other bumblebee species.	**No Potential:** Not expected to occur on-site based on lack of suitable food sources and heavily disturbed conditions.
Delhi Sands flower-loving fly (*Rhaphiomidas terminatus abdominalis*)	FE	--	Restricted to Delhi sand formations in Riverside and San Bernardino Counties.	**Low Potential.** The Delhi Sands flower-loving fly is not expected to occur on-site based on the historic and ongoing impacts to the Project site respective of active dairy and agricultural use. However, approximately 19-acres of the eastern region of the Project site and Ownership Area 2 are mapped as Delhi soils.
Reptiles and Amphibians				
Western spadefoot (*Spea hammondii*)		SSC	Primary habitat for this species includes suitable breeding habitat below 1500 meters (i.e., vernal pools or other standing water that is free of exotic species) with secondary habitats including adjacent chaparral, sage scrub, grassland, and alluvial scrub habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed soils and continuous dairy and agricultural activities conducted.
Southern California legless lizard (*Anniella stebbinsi*)		SSC	Broadleaved upland forest, chaparral, coastal dunes, and coastal scrub. Occurs in sandy or loose loamy soils under sparse vegetation, generally in moist, loose soil.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
California glossy snake (*Arizona elegans occidentalis*)		SSC	Generalist reported from a range of scrub and grassland habitats, often with loose or sandy soils.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Coastal western whiptail (*Aspidoscelis tigris stejnegeri*)		SSC	The coastal western whiptail occurs in a wide variety of habitats including coastal sage scrub, desert scrub, Riversidean alluvial fan scrub, woodlands, grasslands, playas, and respective ecotones between these habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation **or soils.**
San Bernardino ringneck snake (*Diadophis punctatus modestus*)	--	--	Chaparral, coastal sage scrub, grassland, riparian, and woodlands.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Western pond turtle (*Actinemys marmorata*)	--	SSC	The western pond turtle inhabits slow moving permanent or intermittent streams, small ponds, small lakes, reservoirs, abandoned gravel pits, permanent and ephemeral shallow wetlands, stock ponds, and sewage treatment lagoons.	**Not Detected.** Not expected to occur on-site based on a lack of suitable undisturbed basking sites and permanent water.
Coast horned lizard (*Phrynosoma blainvillii*)	--	SSC	Open areas of sandy soil with coastal sage scrub, chaparral, grassland, riparian, and washes and watercourses.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Coast patch-nosed snake (*Salvadora hexalepis virgultea*)	--	SSC	The coast patch-nosed snake prefers brushy coastal sage scrub/ chaparral habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Two-striped gartersnake (*Thamnophis hammondii*)	--	SSC	Marsh and swamp, riparian scrub, riparian woodland, and wetland. Highly aquatic, found in or near permanent fresh water. Often along streams with rocky beds and riparian growth.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation, soils or permanent water.
Birds				
Cooper's hawk (*Accipiter cooperii*)	--	SSC	Cooper's hawk is most commonly found within or adjacent to riparian/oak forest and woodland habitats. This uncommon resident of California increases in numbers during winter migration.	**Low Potential –** May occasionally forage on-site and breed within the mature Eucalyptus trees**.**
Sharp-shinned hawk (*Accipiter striatus*)	--	CWL	Potential habitat for the sharp-shinned hawk includes montane coniferous forest for potential breeding areas and riparian scrub, woodland, and forest habitat, oak woodland and forest, chaparral, coastal sage scrub, desert scrub, and Riversidean alluvial fan sage scrub for foraging.	**Low Potential –** May occasionally forage on-site.
Tri-colored blackbird (*Agelaius tricolor*)	--	ST/SSC	Marshes and grasslands. Breeding colonies require nearby water, nesting substrate, and foraging habitat of grassland, woodland, or agricultural cropland.	**No Potential.** Not expected to occur on-site based on a lack of nesting habitat (cattail, rushes, and willows) within or adjacent to the Project site.
Golden eagle (*Aquila chrysaetos*)	--	CWL, SFP	Within southern California, the species prefers grasslands, brushlands (coastal sage scrub and chaparral), deserts, oak savannas, open coniferous forests, and montane valleys.	**Low Potential –** May occasionally forage on-site.
Great egret (*Ardea alba*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential –** Expected to occasionally forage on-site but not breed.
Great blue heron (*Ardea herodias*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential –** Expected to occasionally forage on-site but not breed.
Burrowing owl (*Athene cunicularia*)	--	SSC	The burrowing owl uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, desert scrub habitats. Some breeding burrowing owls are year-round residents and additional individuals from the north may winter throughout the region.	**Moderate Potential –** Suitable burrows larger than 4 inches in diameter and foraging habitat documented within the fallow fields on-site.
Ferruginous hawk (*Buteo regalis*)	--	CWL	Grasslands and other open terrain of the plains and foothills. Wintering species. Primarily open fields with low vegetation.	**Low Potential –** May occasionally forage on-site.
Swainson's hawk (*Buteo swainsoni*)	--	ST	Grasslands and other open terrain.	**Low Potential –** May occasionally forage on-site.
Mountain plover (*Charadrius montanus*)	--	SSC	Dry upland prairies and plains, semidesert, bare dirt fields.	**No Potential**. Not expected to occur on-site based on a lack of suitable undisturbed vegetation.
Northern harrier (*Circus cyaneus*)	--	SSC	The northern harrier frequents open wetlands, wet/lightly grazed pastures, fields, dry uplands/prairies, mesic grasslands, drained marshlands, croplands, meadows, grasslands, open rangelands, fresh and saltwater emergent wetlands.	**High Potential.** Observed adjacent to and on-site during previous surveys of adjacent properties in 2022.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Western yellow-billed cuckoo (*Coccyzus americanus occidentalis*)	FT	SE	Riparian. Uncommon to rare summer resident of valley foothill and desert riparian habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed riparian scrub, forest or woodland vegetation.
Snowy egret (*Egretta thula*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential –** Expected to occasionally forage on-site but not breed.
White-tailed kite (*Elanus leucurus*)	--	SFP	The white-tailed kite is found in riparian, oak woodlands adjacent to large open spaces including grasslands, wetlands, savannahs and agricultural fields. This non-migratory bird species occurs throughout the lower elevations of California and commonly nests in coast live oaks.	**Low Potential –** May occasionally forage on-site.
California horned lark (*Eremophila alpestris actia*)	--	CWL	Variety of open habitats, usually where trees and large shrubs are absent.	**Moderate Potential –** Expected to occasionally forage and breed on-site.
Merlin (*Falco columbarius*)	--	CWL	Grasslands, coastal sage scrub and estuaries, windrows, open fields.	**Low Potential –** May occasionally forage on-site.
Prairie falcon (*Falco mexicanus*)	--	CWL	Habitat use of the prairie falcon includes annual grasslands to alpine meadows. The prairie falcon is associated primarily with perennial grasslands, savannahs, rangeland, some agricultural fields during the winter season, and desert scrub areas, all typically dry environments of western North American where there are cliffs or bluffs. for nest sites.	**Low Potential –** May occasionally forage on-site.
American peregrine falcon (*Falco peregrinus anatum*)	--	SFP	Throughout the species' range, peregrine falcons are found in a large variety of open habitats, including tundra, marshes, seacoasts, savannahs and high mountains.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation.
Loggerhead shrike (*Lanius ludovicianus*)	--	SSC	This species of shrike hunts in open or grassy areas and nests in large chaparral shrubs such as ceanothus and lemonade berry.	**Low Potential –** May occasionally forage on-site.
California gull (*Larus californicus*)	--	CWL	Nearly all types of fresh and salt water, cropland, landfills, refuse areas, open lawns.	**Moderate Potential –** Expected to occasionally forage on-site.
California black rail (*Laterallus jamaicensis coturniculus*)	--	ST/SFP	Brackish marsh, freshwater marsh, marsh and swamp, salt marsh, wetland. Inhabits freshwater marshes, wet meadows and shallow margins of saltwater marshes bordering large bays.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Long-billed curlew (*Numenius americanus*)	--	CWL	Coastal estuaries, upland herbaceous areas, croplands, wet areas, open fields, shores of open water.	**Moderate Potential –** Expected to occasionally forage on-site.
Double-crested cormorant (*Nannopterum auritum*)	--	CWL	Lakes, fresh, salt, and estuarine waters.	**Moderate Potential –** Expected to occasionally forage on-site.
White-faced ibis (*Plegadis chihi*)	--	CWL	Freshwater marshes and brackish areas.	**High Potential.** Observed adjacent to and on-site during previous surveys of adjacent properties in 2022.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Coastal California gnatcatcher (*Polioptila californica californica*)	FT	SSC	The coastal California gnatcatcher is a nonmigratory bird species that primarily occurs within sage scrub habitats in coastal southern California dominated by California sagebrush.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including coastal sage scrub and associations.
Mammals				
Pallid bat (*Antrozous pallidus*)	--	SSC	Chaparral, coastal scrub, desert wash, Great Basin grassland, Great Basin scrub, Mojavean desert scrub, riparian woodland, Sonoran desert scrub, upper montane coniferous forest, and valley and foothill grassland. Oak and grassland ecotones. Prefers foraging in the open. Roosts in attics or rock cracks; in the open, near foliage at night.	**Low Potential.** Expected to occasionally forage on-site
Northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*)	--	SSC	The northwestern San Diego pocket mouse occurs in coastal sage, upland sage scrubs, and alluvial fan sage scrub, sage scrub/grassland ecotones, chaparral, and desert scrubs at all elevations up to 6,000 feet.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including coastal sage scrub and associations.
Townsend's big-eared bat (*Corynorhinus townsendii*)	--	SSC	A wide variety of habitats including woodlands and arid grasslands. Roosts in mines and caves.	**Low Potential.** Expected to occasionally forage on-site.
San Bernardino kangaroo rat (*Dipodomys merriami parvus*)	FE	SSC	Prefers alluvial scrub, coastal sage scrub habitats with sandy and gravelly substrates.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including Riversidean alluvial fan sage scrub and associations.
Stephens' kangaroo rat (*Dipodomys stephensi*)	FE	ST	The Stephens' kangaroo rat is found almost exclusively in open grasslands or sparse shrublands with cover of less than 50 percent during the summer.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western mastiff bat (*Eumops perotis californicus*)	--	SSC	Roosts in rocky areas and forages in grassland, shrublands, and woodlands.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western yellow bat (*Lasiurus xanthinus*)	--	SSC	Roosts in the skirts of palm trees and forages in adjacent habitats.	**Low Potential.** Scattered palm trees representing potential roosting habitat documented within the central region on-site.
San Diego black-tailed jackrabbit (*Lepus californicus bennettii*)	--	SSC	The San Diego blacktailed jackrabbit in open habitats, primarily including grasslands, sage scrub, alluvial fan sage scrub, and Great Basin sage scrub.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western small-footed myotis *(Myotis ciliolabrum*)	--	--	Feeds among trees or over brush. Roosts in caves, mines, and in cliff or rock openings.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Yuma myotis (*Myotis yumanensis*)	--	--	Water and wooded canyon bottoms. Roosts in caves and abandoned buildings.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
San Diego desert woodrat (*Neotoma lepida intermedia*)	--	SSC	Riversidean and coastal sage scrub, chaparral and nonnative grasslands. Shrub and desert habitats, primarily associated with rock outcroppings, boulders, cacti, or areas of dense undergrowth.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Pocketed free-tailed bat (*Nyctinomops femorosaccus*)	--	SSC	Desert habitats. Roosts in rock crevices in cliffs.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Big free-tailed bat (*Nyctinomops macrotis*)	--	SSC	Desert habitats. Roosts in rock crevices in cliffs.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Los Angeles pocket mouse (*Perognathus longimembris brevinasus*)		SSC	Low elevation grassland alluvial sage scrub and coastal sage scrub habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Federal (USFWS) Protection and Classification FE – Federally Endangered FT – Federally Threatened FC – Federal Candidate for Listing			***State (CDFW) Protection and Classification*** SE – State Endangered SSC – State Species of Special Concern CWL – California Watch List SFP – State Fully Protected SC – State Candidate for Listing	
Source: Cadre Environmental. 2024. *Biological Resources Technical Report Center Park Specific Plan City of Ontario, California*, page 29-37. (**Appendix C1**).				

Special-Status Habitats

Special-status habitat types are vegetation communities that support concentrations of sensitive plant or wildlife species, are of relatively limited distribution, or are of particular value to wildlife. Although sensitive habitats are not necessarily afforded legal protection unless they support protected species, potential impacts to them may increase concerns and mitigation suggestions by resource agencies. Sensitive habitat types known from the Project site vicinity (mostly associated with Prado Dam and the Santa Ana River) include Riversidean Alluvial Fan Sage Scrub, Southern California Arroyo Chub/Santa Ana Sucker Stream, Southern Coast Live Oak Forest, Southern Cottonwood Willow Riparian Forest, Southern Interior Cypress Forest, Southern Riparian Forest, Southern Sycamore Alder Riparian Woodland, and Southern Willow Scrub. No sensitive or undisturbed native habitats were documented within Ownership Area 1. As mentioned above, no sensitive or undisturbed native habitats are expected within Ownership Area 2 because the disturbance level, land use, and other environmental factors are consistent between Ownership Area 1 and Ownership Area 2.

Sensitive Habitats in the Project Vicinity

No sensitive or undisturbed native habitats were observed within the Project site. The Project site is characterized by heavily disturbed active dairy, agricultural facilities, developed, and disturbed land uses. All of the active retention ponds are devoid of wetland vegetation including but not limited to riparian scrub, forest, or woodland habitat. The nearest known habitats (as mentioned above) that would support sensitive biological resources would be the Santa Ana River and Prado Dam areas located 7.3 miles south of the Project site. The species associated with these sensitive biological resource areas would not be expected to occur on-site due to lack of suitable habitat.

Jurisdictional Resources

The Project site is located within the Chino Basin between the Chino Hills to the southwest and San Gabriel Basin to the north. The presence of wetland hydrology was evaluated throughout the Project site by

recording the extent of observed surface flows, depth of inundation, depth to saturated soils, and depth to free water in the soil pits. Indicators of wetland or riverine hydrology were then recorded, such as water marks, drift lines, rack, debris, and sediment deposits. Additionally, indicators of hydric soils, such as redoximorphic features, buried organic matter, organic streaking, reduced soil conditions, gleied or low-chroma soils, or sulfidic odor were recorded. The on-site active dairy/effluent pond would not be subject to federal wetland regulatory requirements and would not be considered a freshwater pond. Furthermore, the active dairy/effluent pond is not connected to a natural stream and does not divert natural flow from any river, stream, or lake. Since these waters are not a part of a natural stream, river, or lake, they would not be considered jurisdictional under the California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration Program. The Program states: "An entity shall not substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake…." Furthermore, the active dairy/effluent ponds are an isolated feature and are not tributary to, nor has a significant nexus (biological, chemical, or physical connection) to traditional navigable waters of the United States. Therefore, the artificial basins on the Project site would not be considered federally jurisdictional under the Clean Water Act (CWA).

Based on the site reconnaissance survey conducted, no wetlands or jurisdictional resources regulated by the United State Army Corps of Engineers (USACE), CDFW, or the Regional Water Quality Control Board (RWQCD) were documented within Ownership Area 1. The artificially created unvegetated dairy effluent retention ponds are isolated, located in uplands and currently rotated in use resulting in a wet (inundated) and dry phase. All of the active retention ponds are devoid of wetland vegetation including but not limited to riparian scrub, forest or woodland habitat. Similarly, Ownership Area 2 contains artificial basins that would not be considered federally jurisdictional.

Additionally, Project construction and operation would be subject to prepare a Water Quality Management Plan (WQMP), Storm Water Pollution Prevention Plan (SWPPP) and comply with the National Pollutant Discharge Elimination System (NPDES) permit and the San Bernardino County Regional Municipal Separate Stormwater Sewer System (MS4) code provisions.

Wildlife Movement Corridors

The Project site is surrounded by various forms of existing development. The Project site is completely bordered by high traffic roads, commercial/residential development, active dairy/agricultural facilities and does not represent a wildlife movement corridor or route between open space habitats. Therefore, it is highly unlikely that the Project site occupies an important location relative to regional wildlife movement.

4.1.3 Regulatory Setting

Federal

Federal Endangered Species Act

The Federal Endangered Species Act (FESA), as amended, protects, and conserves any species of plant or animal and their habitats that are threatened or endangered with extinction. The "take" of endangered species is prohibited under FESA Section 9. The term "take" in this instance means to "harass, harm, pursue, hunt, wound, kill, trap, capture, collect, or attempt to engage in any such conduct." FESA Section 7 requires federal agencies to consult with the USFWS on proposed federal actions that may affect any endangered, threatened, or proposed species or critical habitat that may support the species. FESA Section 4(a) requires that critical habitat be designated by the USFWS "to the maximum extent prudent and determinable, at the time a species is determined to be endangered or threatened." This provides guidance for planners/managers and biologists by indicating locations of suitable habitat and where preservation of a species has high priority. FESA Section 10 provides the regulatory mechanism for incidental take of a listed species by private interests and nonfederal government agencies during lawful activities. Habitat Conservation Plans (HCPs) for the impacted species must be developed in support of incidental take permits to minimize impacts to the species and formulate viable mitigation measures.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act of 1918 (MBTA; 16 United States Code [USC] Section 703-712 et seq.) is a federal statute that affirms and implements four international conservation treaties that the United States entered into with Canada, Mexico, Japan, and Russia. This treaty is intended to protect shared migratory bird resources and ensures the sustainability of populations. The MBTA governs the transportation of migratory birds, their eggs, their parts, and their nests. It also prohibits the sale, purchase, barter, or offering of these items, except under a valid permit or as permitted in the implementing regulations. USFWS administers permits concerning migratory birds in accordance with the MBTA. According to the Code of Federal Regulations (CFR), one can locate this list of protected migratory bird species under CFR Title 50 Part 10.13 (10.13 list). The 10.13 list was last updated in 2020, incorporating the most current scientific information on taxonomy and natural distribution.

Clean Water Act, Section 404

The USACE regulates discharge of dredged or fill material into waters of the United States, including wetlands under the CWA. Activities in waters of the United States regulated under this program include fill for development, water resource projects, infrastructure development and mining projects. A permit is required before dredged or fill material may be discharged into waters of the United States, which entails assessment of potential adverse impacts to USACE wetlands and jurisdictional waters and any mitigation measures that the USACE requires unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities). Section 7 consultation with USFWS may be required for impacts to a federally-listed species. If cultural resources may be present, Section 106 review may also be required. When a Section 404 permit is required, a Section 401 Water Quality Certification is also required from the Regional Water Quality Control Board (RWQCB).

Clean Water Act, Section 401 and 402

Section 401(a)(1) of the CWA specifies that any applicant for a federal license or permit to conduct any activity that may result in any discharge into navigable waters shall provide the federal permitting agency with a certification, issued by the state in which the discharge originates, that any such discharge will

comply with the applicable provisions of the CWA. In California, the applicable RWQCB must certify that the Project will comply with water quality standards. Permits requiring Section 401 certification include USACE Section 404 permits and National Pollutant Discharge Elimination System (NPDES) permits issued by the U.S. Environmental Protection Agency (EPA) under Section 402 of the CWA. NPDES permits are issued by the applicable RWQCB. The City of Ontario is in the jurisdiction of the Santa Ana RWQCB (Region 8).

State

California Fish and Game Code, Section 1600

The California Fish and Game Code (CFGC) Section 1600 requires a project proponent to notify the CDFW of any proposed alteration of streambeds, rivers, and lakes. The intent is to protect habitats that are important to fish and wildlife. CDFW may review and place conditions on the project, as part of a Streambed Alteration Agreement (SAA), which addresses potentially significant adverse impacts within CDFW's jurisdictional limits.

California Fish and Game Code, Section 3503.5, 3511, 3515,3800

Section 3503.5 of the CFGC states that it is "unlawful to take, possess, or destroy any birds in the order Falconiformes or Strigiformes (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Activities that result in the abandonment of an active bird of prey nest may also be considered in violation of this code. In addition, CFGC, Section 3511 prohibits the taking of any bird listed as fully protected, and CFGC, Section 3515 states that it is unlawful to take any non-game migratory bird protected under the MBTA. Section 3800 states that it is unlawful to take any nongame bird except as provided in this code or in accordance with regulations of the commission or, when relating to mining operations, a mitigation plan approved by the department.

California Endangered Species Act

The California Endangered Species Act (CESA), enacted in 1970 and amended in 1984, is a California law that conserves and protects plant and animal species at risk of extinction. It generally parallels the main provisions of the FESA and is administered by the CDFW. Plant and animal species may be designated threatened or endangered under CESA after a formal listing process by the CFGC. With already approximately 250 species currently listed, a CESA-listed species, or any part or product of the plant or animal, may not be imported into the state, exported out of the state, "taken" (i.e., killed), possessed, purchased, or sold without proper authorization. Implementation of CESA has reduced and avoided impacts to California's most imperiled plants and animals, has protected hundreds of thousands of acres of vital habitat, and has led to a greater scientific understanding of California's incredible biodiversity. Candidate species may be afforded temporary protection as though they were already listed as threatened or endangered at the discretion of the Fish and Game Commission. Unlike the FESA, CESA does not include listing provisions for invertebrate species. Under certain conditions and if the take is incidental to otherwise lawful activities, CESA has provisions for take through Incidental Take Permits (ITP) or memorandum of understanding (MOU). In addition, some sensitive mammals and birds are protected by the state as "fully protected species." California "species of special concern" are species designated as

vulnerable to extinction due to declining population levels, limited ranges, and/or continuing threats. This list is primarily a working document for the CDFW's California Natural Diversity Database (CNDDB), which maintains a record of known and recorded occurrences of sensitive species. Informally listed taxa are not protected per se but warrant consideration in the preparation of biological resources assessments.

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act provides for statewide coordination of water quality regulations. The State Water Resources Control Board (SWRCB) was established as the statewide authority and nine separate RWQCBs were developed to oversee water quality on a day-to-day basis.

The SWRCB is the primary agency responsible for protecting water quality in California. As discussed above, the RWQCBs regulate discharges to surface waters under the CWA. In addition, the RWQCBs are responsible for administering the Porter-Cologne Water Quality Control Act.

Pursuant to the Porter-Cologne Water Quality Control Act, the state is given authority to regulate waters of the state, which are defined as any surface water or groundwater, including saline waters. As such, any person proposing to discharge waste into a water body that could affect its water quality must first file a Report of Waste Discharge if Section 404 of the CWA is not required for the activity. "Waste" is partially defined as any waste substance associated with human habitation, including fill material discharged into water bodies.

Natural Community Conservation Planning Act

In 1991, the California Natural Community Conservation Planning Act (NCCP Act; CFGC Section 1900 et seq.) was approved and the NCCP Coastal Sage Scrub program was initiated in southern California. California law (CFGC Section 2800 et seq.). The Act established the NCCP program "to provide for regional protection and perpetuation of natural wildlife diversity while allowing compatible land use and appropriate development and growth." The NCCP Act encourages preparation of plans that address habitat conservation and management on an ecosystem basis rather than one species or habitat at a time.

CDFW Lake and Streambed Alteration Program

The Lake and Streambed Alteration Program requires that an entity shall not substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake.

Local

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan (TOP) 2050 Environmental Resources Element defines the ethic to guide management of the City's environmental resources; establishes goals for Environmental Infrastructure; maps environmental justice areas; and establishes policies that support system integration, resource conservation and regeneration, energy independence, environmental justice, and healthy communities. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth

through the application of policies and goals. The following goals of TOP 2050 relate to visual and scenic resources. The TOP 2050 Environmental Resources Element contains policies which pertain to biological resources.

The following policy contained in the Environmental Resources Element is relevant to the Project:

Environmental Resources Element[5]

Goal ER5	**Protected high value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.**
Policy ER5-1	Habitat Conservation Areas. We support the protection of biological resources through the establishment, restoration, and conservation of high-quality habitat areas.
Policy ER5-2	Entitlement and Permitting Process. We comply with state and federal regulations regarding protected species.
Policy ER5-4	Transition of Farms. We protect both existing farms and sensitive uses around them as agricultural areas transition to urban uses.

City of Ontario Municipal Code

Municipal Code, Section 6.05.020

Section 6.05.020, Tree Preservation Policy and Protection Measures, of the Ontario Development Code establishes policies and measures that would further the preservation, protection, and maintenance of established and healthy heritage trees within the City. A Heritage Tree is one that is designated for preservation as a tree of historic or cultural significance, or a tree of importance to the community due to any one of the following factors:

- It is one of the largest or oldest trees of species located within the City and has a trunk diameter of 18 inches or greater when measured at 54 inches above grade;
- It has a historical significance due to association with a historic building, site, street, person, or event;
- It is a defining landmark or significant outstanding feature of a neighborhood or district, typical of early Ontario Landscapes. This includes Camphor Tree (*Cinnamomum camphora*), Deodar Cedar (*Cedrus deodara*), London Planetree (*Platanus acerifolia*), Cork Oak (*Quercus suber*), Holly Oak (*Quercus ilex*), and California Pepper (*Schinus molle*);
- It is a Native Tree. This means that it is one of the following California native tree species with a trunk diameter of more than 8 inches, measured at 54 inches above natural grade: California Sycamore (*Platanus racemose*), Torrey Pine (*Pinus torreyana*), Coast Live Oak (*Quercus agrifolia*), Engelmann Oak (*Quercus engelmannii*), Valley Oak (*Quercus lobata*), or California Bay (*Umbellularia californica*).

[5] City of Ontario. 2022. *TOP 2050, Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources. (accessed December 2025).

Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk diameter equal to the tree(s) removed, or as deemed appropriate by the Approve Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement.

Several blue gum (*Eucalyptus globulus*) and red gum (*Eucalyptus camaldulensis*) eucalyptus trees are located adjacent to the northeast and western Project site boundaries, although these are not known to be Heritage Trees meeting the criteria set forth above.

Municipal Code, Volume II, Chapter 2

The City's Municipal Code (MC), Volume II, Chapter 2 contains a provision for "Parkway Tree Regulations" (Ordinance 1664), to preserve parkway trees and to regulate the maintenance and removal of such trees. Parkway is defined as "…that portion of any public street right-of-way between the right-of-way boundary line and the curb line, and also the area enclosed within the curb lines of a medial divider." The property owner abutting upon public rights-of-way (ROW) is responsible to water any tree located in the parkway and for trimming that can be done from the ground to preserve the neat appearance and non-obstructed use of the parkway, while the City is responsible for all major pruning. Removal or relocation of any parkway tree requires prior authorization from the Public Works Agency of the City through a permit process, and planting of a replacement tree, whenever feasible, shall be a condition included in any permit issued by the City for the removal of any parkway tree. Alternatively, a cash-in-lieu deposit may be accepted by the City as an alternate to the actual planting of any required parkway tree based on a fair value established by the Public Facilities Manager.

City of Ontario Biological Resources Habitat Mitigation Fee[6]

Since the Settlement Agreement, the City has established a habitat mitigation fee to cover potential environmental impacts to the Burrowing Owl (BUOW), Delhi sands flower-loving-fly (DSFLF), raptor foraging, loss of open space, and agricultural lands. Development impact fees for new development in Ontario Ranch were adopted on June 23rd, 2003, by the City Council. The Ontario Ranch development impact fees include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. Mitigation fees have been collected by the City and have been deposited into a trust fund to be used for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. Up to $500 of the fees may be used for DSFLF.

The City has approved a Memorandum of Agreement with Inland Empire Resource Conservation District (IERCD) to administer the Greater Prado Basin Habitat Conservation Program and associated Ontario Ranch Habitat Mitigation Fees. Therefore, the Ontario Ranch Habitat Mitigation Fees would be administered by IERCD.

[6] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.4, Biological Resources*. https://content.ontarioca.gov/sites/default/files/2024-12/Final_DraftSEIR_TOP2050.pdf. (accessed December 2025).

4.1.4 Impact Thresholds and Significance Criteria

According to Appendix G of the state CEQA Guidelines, a project would a have significant effect on the biological resources if the project would:

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service;
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service;
- Have substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means; or
- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.
- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Methodology

The Project and associated Plans, Program, and Policies in *Section 4.1.5: Plans, Programs, and Policies* are evaluated as to the aforementioned significance criteria/thresholds, to determine the potential level of significance of any impact concerning biological resources. This analysis considers the existing regulatory framework (i.e., laws, ordinances, regulations, and standards) that avoid or reduce the potentially significant environmental impact. Where significant impacts remain despite compliance with the regulatory framework, feasible mitigation measures are recommended, to avoid or reduce the Project's potentially significant environmental impacts.

Biological Resource Survey

Cadre Environmental conducted a field investigation of Ownership Area 1 on June 13, 2024. The purpose of the field survey was to document the existing habitat conditions, obtain plant and animal species information, view the surrounding uses, assess the potential for state and federal waters, assess potential for wildlife movement corridors, and if critical habitat is present, assess for the presence of constituent elements.

Aerial imagery, topographic maps, as well as vegetation and rare plant maps were previously prepared for the region and were used to determine community types and other physical features that could support sensitive plants or wildlife, uncommon taxa, or rare communities within or adjacent to the Project site.

A general plant survey was conducted throughout Ownership Area 1 and all plants observed were either identified in the field or collected and later identified using taxonomic keys. All animals identified during the reconnaissance survey by sight, call, tracks, scat, or other characteristic sign were documented. In addition to species actually detected, expected use of the site by other wildlife was derived from the analysis of habitats on the site, combined with known habitat preferences of regionally occurring wildlife species. Currently, the Applicant does not control parcels within Ownership Area 2. Therefore, a biological resources report was not completed at this time. At the time of Ownership Area 2 development, it will undergo its own site-specific CEQA analysis. However, because the disturbance level, land use, and other environmental factors are generally consistent between Ownership Area 1 and Ownership Area 2, occurrence potential of special-status plant and wildlife species analyzed for Ownership Area 1 is anticipated to be similar for Ownership Area 2.

Burrowing Owl Survey

The BUOW (SSC) uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, and desert scrub habitats. The consultant concluded there would be a moderate potential for BUOW within the Project site. Suitable habitat including burrows larger than 4-inches in diameter, which is suitable habitat for the BUOW, was observed within the Project site.

4.1.5 Plans, Programs, and Policies

PPP BIO-1 The Project shall comply with the Federal Endangered Species Act and Migratory Bird Treaty Act.

PPP BIO-2 The Project shall comply with the California Endangered Species Act and Fish and Game Code.

4.1.6 Impacts and Mitigation Measures

The following impact analysis addresses thresholds of significance.

Impact 4.1-1 ***Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?***

Level of Significance: Less than Significant with Mitigation Incorporated (Ownership Area 1) and Significant and Unavoidable (Ownership Area 2 Only).

Ownership Area 1

Construction

A substantial adverse effect to special-status species would occur if the Project would:

1) Reduce the population size or reduce the area of occupied habitat of a rare, threatened, or endangered species; or

2) Reduce the population size or reduce the area of occupied habitat of a locally uncommon species.

A substantial adverse effect on a special-status wildlife species occurs if the Project would:

1) Increase predation of a species, leading to population reduction;
2) Reduce habitat availability sufficiently to affect potential reproduction; or
3) Reduce habitat availability sufficiently to constrain the distribution of a species and not allow for natural changes in distributional patterns over time.

Development of the Project would cover a total of 257.34 acres within the City on 29 parcels allowing for a residential and mixed-use retail/office development. Furthermore, Ownership Area 1 is primarily comprised of heavily disturbed active dairy and agricultural facilities.

Sensitive Plants

Refer to **Table 4.1-2** above. A total of 13 sensitive plant species have potential to occur within the vicinity of the Project site, however of these 13 plant species, eight were deemed to have no potential to occur, and five were not detected during the reconnaissance survey for Ownership Area 1. Lack of suitable habitat within the Project vicinity would make it difficult for these plant species to survive. Long-standing use of Ownership Area 1 for agricultural uses and other anthropogenic disturbances have likely altered soil chemistry and other substrate characteristics such that on-site soils are not likely capable of supporting those sensitive plant species known from the Project vicinity. Ownership Area 1 development would not eliminate significant amounts of habitat for potentially occurring special-status plant species, nor reduce population size of sensitive plant species below self-sustaining levels on a local or regional basis (if present). Therefore, the development of the Project would not result in a substantial adverse effect, either directly or through habitat modification, on any plant species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulation or by the CDFW or USFWS in Ownership Area 1. Therefore, no significant impact on special-status plant species or their habitat would occur.

Sensitive Wildlife

Refer to **Table 4.1-3** above. No special-status wildlife species were directly observed in Ownership Area 1; however, two special-status wildlife species were previously observed adjacent to and within Ownership Area 1. The species previously observed were the Northern harrier (SCC) and the White-faced ibis (CWL). Additionally, several species observed during the survey were deemed to have a moderate occurrence potential (primarily as foragers). Most remaining potentially occurring sensitive wildlife species are not expected to occur on-site due to lack of suitable habitat. Impacts to agricultural-related habitats could amount to an incremental reduction of potential foraging habitat for certain species that may be considered locally adverse. However, development would not eliminate significant amounts of habitat for these species, nor reduce population size below self-sustaining levels on a local or regional basis, and impacts would be less than significant.

Delhi Sands Flower-loving Fly

The federally endangered Delhi Sands Flower-Loving Fly is not expected to occur onsite based on the historic and ongoing impacts to the Project site respective of active dairy and agricultural use. However, approximately 19 acres of the north-northeastern region of the Project site is mapped as Delhi soils. Due to the presence of potential habitat for the DSFLF, protocol surveys were performed pursuant to the USFWS interim General Survey Guidelines for DSFLF. According to the DSFLF Habitat Suitability Assessment, provided as **Appendix C2: Delhi Sands Flower-Loving Fly Habitat Suitability Assessment**, a habitat assessment for the DSFLF was prepared and concluded that the Project site no longer supports clean Delhi Sand soils and is rated as unsuitable habitat.[7]

The City requires that the Project Applicant pay towards the City of Ontario Biological Resources Habitat Mitigation Fee program to cover potential environmental impacts to the DSFLF, burrowing owl, raptor foraging, loss of open space, and agricultural lands. Therefore, with implementation of Mitigation Measure **MM BIO-1**, the Applicant would pay a habitat mitigation fee which would include payment of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. These paid mitigation fees would then be collected by the City and be deposited into a trust fund to use for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. Therefore, impacts to the DSFLF associated with development of Ownership Area 1 would be less than significant with mitigation.

Nesting Birds

Most native bird species are protected under the federal MBTA and CFGC Sections 3503, 3503.5, and 3800 which prohibit take, possession, or destruction of birds, their nests, or eggs. If it were later determined that active nests of any of special-status or native species would be lost or indirectly impacted as a result of site-preparation, it could result in adverse impacts and would be in conflict with these regulations. If construction activities (e.g., site disturbances) are proposed during the nesting season, a nesting bird survey(s) may be required prior to development. Development activities performed outside of the avian breeding season (generally September 1st to December 31st) usually eliminates the need to conduct pre-activity nesting surveys for most native species known from the site vicinity and ensure that there were no constraints to construction relative to the MBTA/CFGC Code. Compliance with the MBTA/CFGC Code would be necessary prior to development; however, no special permit or approval is typically required in most instances where BUOW are not present. Development activities performed outside of the avian breeding season would generally eliminate the need to conduct pre-activity nesting surveys for most common native species (other than BUOW), known to occur in the vicinity of the Project site, and would likely ensure that there are no constraints to construction relative to the MBTA/CFGC codes.

Within Ownership Area 1, suitable foraging and/or nesting habitat for the Cooper's hawk (SSC), sharp-shinned hawk (CWL), golden eagle (CWL, SFP), great egret (Nesting Colony), great blue heron (Nesting Colony), Burrowing owl (SSC), ferruginous hawk (CWL), Swainson's hawk (ST), snowy egret (Nesting colony), white-tailed kite (SFP), California horned lark (CWL), merlin (CWL), prairie falcon (CWL), loggerhead shrike (SSC), California gull (CWL), long-billed curlew (CWL), and double crested cormorant

[7] ELMT Consulting, Inc. 2024. *Delhi Sands Flower-Loving Fly Habitat Suitability Assessment*, page 12. (**Appendix C2**).

(CWL) was observed within the agricultural fields and the artificially created unvegetated dairy effluent retention ponds. Additionally, suitable habitat for breeding was documented within the Project site for Cooper's hawk (SSC) and California horned lark (CWL). As stated in *Section 4.1.3: Regulatory Setting*, the City has approved a Memorandum of Agreement with Inland Empire Resource Conservation District to administer the Greater Prado Basin Habitat Conservation Program and associated Ontario Ranch Habitat Mitigation Fees. Consequently, the Project would adhere to the required Ontario Ranch development impact fees which include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. These paid mitigation fees would then be collected by the City and be deposited into a trust fund to use for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. Additionally, **MM BIO-2** would require a qualified biologist to conduct a nesting bird survey(s) to be reviewed by the City to reduce impacts to nesting birds to less than significant levels. Therefore, implementation of **MM BIO-2** would reduce potential impacts to these species to less than significant levels.

Many North American bat species tend to congregate at preferred roosting sites or at isolated water sources, several field methods are available to identify species and broad habitat associations (e.g., tree cavities, exfoliating bark, bark fissures, crevices, cliff faces, and/or dense foliage). Suitable foraging and/or roosting habitat were documented for the pallid bat (SSC), Townsend's big-eared bat (SSC), and the western yellow bat (SSC) within Ownership Area 1. Potential impacts to foraging habitat for these species would be mitigated to a level of less than significant level with implementation of **MM BIO-3**. **MM BIO-3** would require a qualified biologist to determine whether potential roosting sites for bats may be affected through exit counts and acoustic surveys that would be performed prior to ground disturbance activities. If the results of the bat survey find a total of one single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with potential to be present in Ownership Area 1 (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. The plan would be reviewed and approved by the CDFW. Therefore, impacts related to bat species would be less than significant with incorporation of **MM BIO-3**.

Burrowing Owl

BUOW is a CDFW Species of Special Concern. The BUOW uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, and desert scrub habitats. The BUOW (low-occurrence potential) often occur in less than optimal and/or disturbed conditions. Suitable burrows larger than 4 inches in diameter and foraging habitat for the BUOW were documented within and adjacent to the east of Ownership Area 1. However, despite the fact that the site has been exposed to long-standing disturbances, suitable BUOW habitat, including burrows larger than 4-inches in diameter, was observed within the fallow fields on Ownership Area 1. Although there is suitable BUOW habitat, potential impacts to refugia, nesting, and foraging habitat for this species would be mitigated to a level of less than significant following implementation of **MM BIO-4**, which would ensure BUOW surveys are completed prior to construction. **MM BIO-4** would implement focused and preconstruction surveys to ensure potential impacts to refugia, nesting, and foraging habitat for the BUOW would be reduced to less than significant levels. Upon arrival at the survey area and prior to initiating the walking surveys, the biologist would use binoculars and/or spotting scope to scan suitable habitat. A total of four surveys would be

conducted with at least one site visit between February 15th and April 15th, and a minimum of three surveys at least three weeks apart between April 15th and July 15th. Furthermore, one site visit would occur after June 15th.

While this species is not protected by state or federal endangered species acts, BUOW (and other native avian species) are protected under the MBTA and CFGC Code Sections 3503, 3503.5, and 3800 which prohibits take, possession, or destruction of birds, their nests, or eggs (in particular raptor species such as BUOW). If it were later determined that active nests of BUOW (or other native species) would be lost as a result of Project site-preparation, it could result in significant adverse impacts and would be in conflict with these regulations. Specific BUOW survey and mitigation guidelines were developed and described in the 2012 CFGC Staff Report on Burrowing Owl Mitigation in order to reduce project-related impacts to BUOW (**MM BIO-4**). If Project site-preparation activities occur within potential BUOW habitat, a pre-construction BUOW / Initial Take Avoidance Survey conducted no less than 14 days prior to initiating ground disturbance activities, using the recommended methods described in the 2012 Staff Report, is required by CFGC to determine if active nests of species protected by the MBTA code. If it is determined BUOW are present in the construction zone, then the subsequently appropriate measures may be applied to reduce potential adverse project-related impacts. Therefore, implementation of **MM BIO-4** would reduce impacts to less than significant.

Operations

Operations of the Project would not have a significant effect on sensitive plants, animals, or their habitat. Once construction activities for the Project are completed, no additional impacts would occur with Project operations as it relates to sensitive species. Therefore, impacts would be less than significant, and no further mitigation would be required.

Ownership Area 2

Construction and Operations

Refer to Ownership Area 1 discussion above. Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Upon commencement of project-level CEQA review for Ownership Area 2, a focused biological resources assessment and site reconnaissance survey would be conducted. During future development of Ownership Area 2, existing vegetation and habitat would be removed by grading, excavation, and other construction activities. Note that, in its current state, the Project site is devoid of vegetation or dominated by ornamental, non-native and native species commonly detected in disturbed habitats. These disturbed habitats would be removed upon implementation of Ownership Area 2. Similar to Ownership Area 1, development occurring within Ownership Area 2 would be subject to **MM BIO-1** through **MM BIO-4** to reduce potential impacts to special status wildlife species. However, in the absence of focused biological surveys, impacts within Ownership Area 2 are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of Ownership Area 2, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant

to Sections 15162(a) and 15164 of the state CEQA Guidelines. This determination will be made by City staff at the time of future Ownership Area 2 site-specific development applications.

A focused biological resources assessment and impact analysis would be conducted for future development areas prior to approval of any development within Ownership Area 2 to ensure potential adverse effects to sensitive species and resources would be minimized. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to **MM BIO-5** below). Future development would modify the existing habitat when Ownership Area 2 is completed; however, impacts on sensitive species due to habitat modifications would be minimized with mitigation incorporated along with compliance with applicable plans, policies and programs, including the Project Specific Plan and TOP 2050. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for the Project site, and is therefore consistent with TOP 2050. As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that the Project will have significant impacts relating to biological resources.

Conclusion

As noted above, the Project is not anticipated to significantly impact sensitive species. **MM BIO-1** through **MM BIO-5** would be required to reduce impacts. For the Ownership Area 1 portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Mitigation Measures

MM BIO-1 **City of Ontario Biological Resources Habitat Mitigation Fee.** The City of Ontario has established a habitat mitigation fee to cover potential environmental impacts to the burrowing owl, DSFLF, raptor foraging, loss of open space, and agricultural lands. Development impact fees for new development in Ontario Ranch were adopted on June 23rd, 2003, by the City Council. The Ontario Ranch development impact fees include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. Mitigation fees have been collected by the City of Ontario and have been deposited into a trust fund to be used for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value.

MM BIO-2 **Nesting Bird and Raptor Preconstruction Survey.** Regulatory requirement for potential direct/indirect impacts to nesting common and sensitive bird and raptor species will require compliance with the California Fish and Game Code (CFGC) Section 3503. Construction outside the nesting season (between September 1st and January 31st) do not require pre-removal nesting bird surveys. If construction is proposed during nesting season (February 1st and August 31st), a qualified biologist will conduct a nesting bird survey(s) no more than three (3) days prior to initiation of

grading to document the presence or absence of nesting birds within or directly adjacent (200 ft -500 ft for raptors) to the Project site.

The survey(s) will focus on identifying any raptors and/or bird nests that are directly or indirectly affected by construction activities. If active nests are documented, the qualified biologist will prepare and implement specific measures to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest will be postponed until the young birds have fledged. The perimeter of the nest setback zone will be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities will be restricted from the area. The biologist shall establish a no-disturbance buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area. The survey report will be submitted by the qualified biologist to the City of Ontario for review and approval prior to initiation of grading in the nest-setback zone.

Additionally, the qualified biologist will serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A final monitoring report of the findings, prepared by a qualified biologist, will be submitted to the City of Ontario documenting compliance with the CFGC. Any nest permanently vacated for the season would not warrant protection pursuant to the CFGC.

MM BIO-3 **Pre-construction Focused Bat Survey.** Prior to implementation of Project activities, a qualified biologist shall be retained to determine whether potential roosting sites for bats may be affected. For large ornamental trees suitable for bat roosting/nursery, exit counts and acoustic surveys shall be performed prior to initial ground disturbance, vegetation or structure removal to determine whether the Project site and a 300-foot buffer supports a nursery or roost, and by which species. This work will occur between late -spring and late summer and/or in the fall (generally mid-March through late October).

If the results of the bat survey find a total of a single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with potential to be present in the Project site (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. For each location confirmed to be occupied by bats, the plan will provide details both in text and graphically where exclusion devises/and or staged tree removal will need to occur, the timing for exclusion work and the timeline and methodology needed to exclude the bats. The plan will need to be reviewed and approved by CDFW prior to disturbance of the roost(s).

MM BIO-4 **Focused and Preconstruction Burrowing Owl Surveys.** Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2022, CDFW staff report on Burrowing Owl Mitigation. Specifically, a total of four (4) surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a

qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities.

A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities.

If burrowing owls are detected on-site during the focused surveys or 14-day preconstruction survey efforts, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active burrows until a qualified biologist has confirmed that nesting efforts are complete or not initiated. In addition to monitoring breeding activity, if construction is proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl relocation plan will be developed and approved by the City of Ontario, CDFW and USFWS.

MM BIO-5 **Programmatic Assessment Area CEQA Analysis.** The Programmatic Assessment Area located within Ownership Area 2, including APN's 0216-311-09, 1053-301-01 and -02; 1053-311-01 and -02, and 1053-321-01, -02, and -03, was not evaluated for biological resources as part of this analysis. Authorization to access this region of the project was not provided and therefore was analyzed programmatically based on aerial photographs and assessments from the adjacent parcel boundaries. To ensure that potential adverse effects to sensitive species and resources are reduced to a less than significant level, a focused biological resources assessment and impact analysis shall be conducted in the unsurveyed portion of the Project site prior to approval of development within this region. In addition to completing CEQA review, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction.

Impact 4.1-2 ***Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?***

Level of Significance: Less than Significant with Mitigation Incorporated (Ownership Area 1) and Significant and Unavoidable (Ownership Area 2 Only).

Ownership Area 1

Construction and Operations

As previously mentioned, Ownership Area 1 is heavily disturbed and mostly consists of developed, disturbed, active dairy, and agricultural facilities. Within Ownership Area 1, a total of 194.05 acres of vegetation communities would be directly impacted as a result of Project implementation as summarized in **Table 4.1-3: Ownership Area 1 Vegetation Community Impacts.** However, no riparian, sensitive, or undisturbed native/natural habitats were documented during the biological assessment. In addition, no

riparian scrub, forest, or woodland habitat was observed within the artificially created dairy effluent retention ponds located within Ownership Area 1. Furthermore, the adherence to the City's Biological Resources habitat mitigation fee consistent with **MM BIO-1**, described previously, would reduce potential impacts to BUOW, raptor foraging, loss of open space, and agricultural lands to a less than significant level.

Table 4.1-3: Ownership Area 1 Vegetation Community Impacts

Vegetation Community	Ownership Area 1 Acres
Active Dairy	133.55
Active Agriculture	45.92
Disturbed	1.11
Developed	13.19
Ornamental (Eucalyptus)	0.28
Total	**194.05**

Source: Cadre Environmental. 2024. *Biological Resources Technical Report Center Park Specific Plan City of Ontario, California,* page 42. (**Appendix C1**).

Ownership Area 2

Construction and Operations

Refer to Ownership Area 1 discussion above. Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for the Project site, and is therefore consistent with TOP 2050. Within Ownership Area 2, impacts to riparian habitat would be minimized with compliance with applicable plans, policies and programs, including the Project Specific Plan and TOP 2050. However, in the absence of focused biological surveys, impacts within Ownership Area 2 are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of Ownership Area 2, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the CEQA Guidelines. This determination will be made by City staff at the time of future Ownership Area 2 site-specific development applications.

A focused biological resources assessment and impact analysis would be conducted for Ownership Area 2 area prior to approval of any development in this region to ensure potential adverse effects to sensitive species and resources would minimized. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to **MM BIO-5** located above in *Impact 4.1-1*). As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that the Project will have significant impacts relating to biological resources.

Conclusion

As noted above, the Project is not anticipated to significantly impact any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by CDFW or USFWS. Impacts would be less than significant with mitigation incorporated. Adherence to the City's habitat mitigation fee would be required to reduce impacts to less significant levels. For the Ownership Area 1 portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable despite the implementation of **MM BIO-1** and **MM BIO-5**.

Mitigation Measures

Refer to **MM BIO-1** and **MM BIO-5**.

Impact 4.1-3 ***Would the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***

Level of Significance: No Impact (Ownership Area 1) and Significant and Unavoidable (Ownership Area 2)

Ownership Area 1

Construction and Operations

A Jurisdictional Resources Assessment was conducted as part of the Project's Biological Resources Technical Report to assess the presence/absence of USACE, CDFW, and RWQCB jurisdictional resources. Non-wetland waters of the United States were assessed based on the limits of the ordinary high-water mark as determined by erosion, the deposition of vegetation or debris, and changes in vegetation and soil characteristics. The assessment utilized the methodology for routine wetland determination according to the methods outlined in the USACE Wetland Delineation Manual (Environmental Laboratory 1987) and the Arid West Wetland Delineation Supplement and updated regulatory guidance letters.[8] Wetlands are identified by the presence of three characteristics: hydrophytic vegetation, wetland hydrology, and hydric soils. If any of these criteria were met, one or more transects were run to determine the extent of the wetland. Specifically, the presence of wetland hydrology was evaluated throughout the Project site by recording the extent of observed surface flows, depth of inundation, depth to saturated soils, and depth to free water in the soil pits, where applicable. In addition, indicators of wetland or riverine hydrology were recorded, including water marks, drift lines, rack, debris, and sediment deposits, as warranted. Any indicators of hydric soils, such as redoximorphic features, buried organic matter, organic streaking, reduced soil conditions, gleied, or low-chroma soils, or sulfidic odor were also recorded.[9]

As concluded in the Biological Resources Technical Report, no wetlands or jurisdictional resources regulated by the USACE, CDFW, or RWQCB were documented within the Project site. The artificially created unvegetated dairy effluent retention ponds are isolated, located in uplands, and currently rotated

[8] Cadre Environmental. 2024. *Biological Resources Technical Report Center Park Specific Plan City of Ontario, California*, page 5. (**Appendix C1**)
[9] Ibid, page 5.

in use resulting in a wet (inundated) and dry phase. All the active retention ponds are devoid of wetland vegetation including but not limited to riparian scrub, forest or woodland habitat. Therefore, no impacts associated with the Ownership Area 1 portion of the Project are anticipated.

Ownership Area 2

Construction and Operations

Refer to Ownership Area 1 discussion above. Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Ownership Area 2 land use designations are the same land use designations as contained in TOP 2050. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to **MM BIO-5** located above in *Impact 4.1-1*) However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Conclusion

As noted above, the Project is not anticipated to significantly impact federally protected wetlands, as no federally protected wetlands exist in the Project site. For Ownership Area 1 portion of the Project, impacts would be less than significant. However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Mitigation Measures

Refer to **MM BIO-5**.

Impact 4.1-4 ***Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?***

Level of Significance: Less than Significant with Mitigation Incorporated

Ownership Area 1

Construction

Wildlife Movement Corridors

Ownership Area 1 is heavily disturbed with active dairy and agricultural uses and is surrounded by development including high traffic roads, commercial/residential development, active dairy/agricultural facilities, and therefore, it is highly unlikely that Ownership Area 1 occupies an important location relative to regional wildlife movement. As such, Project implementation would not have any substantial effect on local or regional wildlife movement. Ownership Area 1 is separated from regional wildlife movement corridors associated with the Prado Dam Flood Control Basin and Santa Ana River. Therefore, Ownership Area 1 does not function as a wildlife movement corridor.

Furthermore, although vegetation, including trees and shrubs would provide nesting habitat for raptors and migratory birds protected under the CFGC Codes are present within Ownership Area 1, development of Ownership Area 1 would comply with CFGC Code Section 3503 and implementation of **MM BIO-2** would require a qualified biologist to conduct a nesting bird and raptor survey(s) no more than three days prior to initiation of grading. Furthermore, construction activities outside of the nesting season (between September 1st and January 31st) would not require any preconstruction nesting bird survey(s).

Ownership Area 1 does not represent a wildlife movement corridor or route between open space habitats. Additionally, Ownership Area 1 is separated from regional wildlife movement corridors associated with the Prado Damn Flood Control Basin and Santa Ana River. Therefore, Ownership Area 1 does not function as a wildlife movement corridor. With implementation of **MM BIO-2**, development of Ownership Area 1 would not impede any native resident or migratory fish or wildlife species and would not be located in a migratory wildlife corridor. Therefore, with mitigation incorporated, impacts would be reduced to a less than significant level.

Operations

Ownership Area 1 does not function as a wildlife movement corridor. As previously stated, Ownership Area 1 has been previously disturbed for agricultural use with multiple manmade structures present. Operation of the Project would involve residential and mixed-use retail/office development infrastructure within Ownership Area 1. This usage would be consistent with previous uses of the site in that both would reduce the area's ability to act as a natural wildlife corridor. Therefore, operation of the Ownership Area 1 portion of the Project would not interfere with the movement of any native resident or migratory fish or wildlife species. Therefore, operation of the Ownership Area 1 portion of the Project result in a less than significant impact.

Ownership Area 2

Construction and Operations

Refer to Ownership Area 1 discussion above. Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for the Project site and is therefore consistent with TOP 2050. A focused biological resources assessment and impact analysis would be conducted for Ownership Area 2 prior to approval of any development in this region to ensure potential adverse effects to sensitive species and resources would be reduced to a less than significant level. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to **MM BIO-5** located above in *Impact 4.1-1*). As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that development within Ownership Area 2 would have significant impacts relating to biological resources.

Similar to Ownership Area 1, Ownership Area 2 has been previously disturbed for agricultural use with multiple manmade structures present in addition to other industrial operations. Operation of Ownership Area 2 would not change as a result of the Project. This usage would be consistent with previous uses of

the site in that both would reduce the area's ability to act as a natural wildlife corridor. Additionally, the Project site (both Ownership Areas 1 and 2) is separated from regional wildlife movement corridors associated with the Prado Dam Flood Control Basin and Santa Ana River. Therefore, Ownership Area 2 area does not function as a wildlife movement corridor and development of Ownership Area 2 would not interfere with the movement of any native resident or migratory fish or wildlife species. With implementation of **MM BIO-5** and compliance with applicable plans, policies, and programs, including the Project Specific Plan and TOP 2050, impacts would be less than significant.[10]

Conclusion

As noted above, the Project is not anticipated to significantly impact any established native resident or migratory wildlife corridors, nor impede the use of native wildlife nursery sites. **MM BIO-2** and **MM BIO-5** are required to reduce impacts to less than significant levels.

Mitigation Measures

MM BIO-2 and **MM BIO-5** would apply.

Impact 4.1-5 *Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

Level of Significance: Less than Significant with Mitigation Incorporated (Ownership Area 1) and Significant and Unavoidable (Ownership Area 2 Only).

Ownership Area 1

Construction and Operations

A Heritage Tree is one that is designated for preservation as a tree of historic or cultural significance, or a tree of importance to the community. As noted above, the majority of the Project site is occupied by agricultural operations, associated access roads and agricultural residential uses. Ownership Area 1 contains several, scattered mature trees, including but not limited to pine, California sycamore white mulberry, California ash, olive, Chinese elm, tree of heaven, blue gum and red gum trees. None of the trees on-site are known to meet the City's Heritage Tree policy (they are not known to be the oldest or largest of their kind, are not known to have any historic significance, are not known to be a defining landmark or significant outstanding feature of the area, and are not known to include any of the listed native trees with trunk diameter greater than eight inches).

As previously mentioned, several blue gum and red gum eucalyptus trees are located in the east/southeastern portions of the Project site boundaries, although these trees do not meet the City's Heritage Tree policy criteria. Prior to any site clearing or grading, a tree inventory would be prepared to ensure compliance with Ontario Municipal Code (MC) Section 6.05.020, Tree Preservation Policy and Protection Measures (refer to **MM BIO-6**). This policy would ensure healthy Heritage Trees that are approved for removal would be replaced with new trees with a total trunk diameter equal to the trees

[10] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.4, Biological Resources*. https://content.ontarioca.gov/sites/default/files/2024-12/Final_DraftSEIR_TOP2050.pdf. (accessed December 2025)

removed, or as deemed appropriate by the Approving Authority. With implementation of **MM BIO-6**, impacts would be reduced to less than significant levels.

Ownership Area 2

Construction and Operations

Refer to Ownership Area 1 discussion above. Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for Ownership Area 2 and is therefore consistent with TOP 2050. When Ownership Area 2 development is completed, impacts to local policies or ordinances protecting biological resources would be minimized with Mitigation Measure **MM BIO-5** incorporated and would comply with applicable plans, policies and programs, including the Project Specific Plan and TOP 2050. However, in the absence of focused biological surveys, impacts within Ownership Area 2 are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of Ownership Area 2, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the state CEQA Guidelines. This determination will be made by City staff at the time of future Ownership Area 2 site-specific development applications. As part of the project-level analysis, a focused biological resources assessment and impact analysis would be conducted for Ownership Area 2 prior to approval of any development in this region to ensure potential adverse effects to biological resources would minimized. Pursuant to **MM BIO-6**, the site-specific biological resources assessment would include a Heritage Tree survey prior to approving any future development within the Project's Ownership Area 2; refer to **MM BIO-6** below. As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that the Ownership Area 2 portion of the Project will have significant impacts relating to biological resources.

Conclusion

As noted above, the Project is not anticipated to significantly impact an established Tree Preservation Policy. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for the Project site and is therefore consistent with TOP 2050. Impacts would be less than significant with mitigation incorporated, along with compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050. **MM BIO-6** is required to reduce impacts to less than significant levels. For the Ownership Area 1 portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable despite the implementation of **MM BIO-6**.

Mitigation Measures

MM BIO-6 **Tree Inventory.** Prior to implementation of Project site clearing or grading, a certified arborist or qualified horticulturalist shall provide a tree inventory to ensure compliance with Ontario MC Section 6.05.020, Tree Preservation Policy and

Protection Measures in order to determine the presence/absence of Heritage Trees. Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk diameter equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement (The Ontario Plan 2050).

Impact 4.1-6 ***Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?***

Level of Significance: No Impact

Ownership Area 1 and Ownership Area 2

Construction and Operations

The Project is not located within or adjacent to a Conservation Program Area. Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for the Project site and is therefore consistent with TOP 2050. Ownership Area 2 future development is not located within or adjacent to a Conservation Program Area. Therefore, implementation of the Project would not result in a conflict with the provisions of an adopted habitat conservation plan and no impact would occur. Therefore, no mitigation is required or proposed.

Conclusion

As noted above, the Project would not significantly impact an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. The Project zoning mirrors the existing TOP 2050 land use designations for the Project site and is therefore consistent with TOP 2050. No impacts would occur, and no mitigation is required other than compliance with applicable plans, policies and programs, including the Project Specific Plan and TOP 2050.[11]

Mitigation Measures

No mitigation is necessary.

4.1.7 Cumulative Impacts

A project's cumulative impact is "an impact to which that project contributes and to which other projects contribute as well. The Project must make some contribution to the impact; otherwise, it cannot be characterized as a cumulative impact of that project" (Sierra Club v. West Side Irrigation Dist. [2005] 128 Cal.App.4th 690, 700.). State CEQA Guidelines Section 15355 provides the following definition of cumulative impacts:

[11] Ibid.

"Cumulative impacts" refer to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts.

a. The individual effects may be changes resulting from a single project or a number of separate projects.

b. The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.

State CEQA Guidelines Section 15130(a) further addresses the discussion of cumulative impacts, as follows:

1. As defined in Section 15355, a cumulative impact consists of an impact which is created as a result of the combination of the project evaluated in the EIR together with other projects causing related impacts. An EIR should not discuss impacts which do not result in part from the project evaluated in the EIR.

2. When the combined cumulative impact associated with the project's incremental effect and the effects of other projects is not significant, the EIR shall briefly indicate why the cumulative impact is not significant and is not discussed in further detail in the EIR. A lead agency shall identify facts and analysis supporting the lead agency's conclusion that the cumulative impact is less than significant.

3. An EIR may determine that a project's contribution to a significant cumulative impact will be rendered less than cumulatively considerable and thus is not significant. A project's contribution is less than cumulatively considerable if the project is required to implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact. The lead agency shall identify facts and analysis supporting its conclusion that the contribution will be rendered less than cumulatively considerable.

Pursuant to State CEQA Guidelines Section 15130(b), the discussion of cumulative impacts shall be guided by the standards of practicality and reasonableness, and should include the following elements:

1. Either:

   (A) A list of past, present, and probable future projects producing related or cumulative impacts, including, if necessary, those projects outside the control of the Agency, or

   (B) A summary of projections contained in an adopted local, regional or statewide plan, or related planning document, that describes or evaluates conditions contributing to the cumulative effect. Such plans may include: a general plan, regional transportation plan, or plans for the reduction of greenhouse gas emissions. A summary of projections may also be contained in an adopted or certified prior environmental document for such a plan. Such projects may be supplemented with additional information such as a regional modeling program. Any such document shall be referenced and made available to the public at a location specified by the lead agency.

2. When utilizing a list, as suggested in paragraph (1) of subdivision (b), factors to consider when determining whether to include a related project should include the nature of each environmental resource being examined, the location of the project and its type. Location may be important, for example, when water quality impacts are at issue since projects outside the watershed would probably not contribute to a cumulative effect. Project type may be important, for example, when the impact is specialized, such as a particular air pollutant or mode of traffic.
3. Lead agencies should define the geographic scope of the area affected by the cumulative effect and provide a reasonable explanation for the geographic limitation used.
4. A summary of the expected environmental effects to be produced by those projects with specific reference to additional information stating where that information is available.
5. A reasonable analysis of the cumulative impacts of the relevant projects, including examination of reasonable, feasible options for mitigating or avoiding the project's contribution to any significant cumulative effects."

The cumulative study area for biological resources includes the southwestern San Bernardino County. This area consists of a variety of land uses that includes agricultural, residential, commercial, and industrial uses. The agricultural areas may include sensitive habitats which may contain special-status plants, migratory bird species, and jurisdictional resources. However, as discussed above, Project development of Ownership Area 1 is subject to mitigation measures that would reduce impacts to special-status species to less than significant levels. Upon buildout of Ownership Area 2, implementation of **MM BIO-5** would ensure that any focused surveys for special-status species likely to occur on-site are conducted. Required mitigation measures would be implemented prior to project approval and initiation of construction for Ownership Area 2. Therefore, the Project would result in a less than significant contribution to cumulative impacts to these resources, and impacts would not be cumulatively considerable.

Additionally, project development would not involve the removal of critical habitat and would not make a considerable contribution to the decline of wildlife species. The Project would remove potential raptor and migratory bird habitat through development of the mixed-use and business park structures. Although the existing agriculture may provide foraging habitat for raptors, it is not expected to be valuable, as the lands are actively maintained to minimize use by small mammals (prey for raptors) and active ground squirrel management programs are continually implemented. This loss of potential raptor foraging habitat would not make a cumulatively considerable contribution to the regional decline of raptors.

The types of birds affected are common to the region and the number of individuals would be limited given the type of vegetation proposed for removal (i.e., agriculture, ornamental plantings). Based on the types of species and expected limited number of nesting pairs affected, development of the Project would not make a cumulatively considerable contribution to the regional decline of native nesting bird populations. However, because native birds are protected by MBTA, mortality to a single native bird due to the Project would be in violation of the MBTA, CESA, or FESA. As discussed above, development activities performed outside of the avian breeding season would generally eliminate the need to conduct pre-activity nesting surveys for most common native species (other than BUOW), known to occur in the vicinity of the Project site, and would likely ensure that there are no constraints to construction relative to the MBTA/CFGC codes. Additionally, **MM BIO-4** would ensure focused surveys for BUOW would be

conducted and potential BUOW impacts are reduced to less than significant levels. Therefore, Project impacts to nesting birds would not be cumulatively considerable.

The Biological Resources Technical Report also indicated that the Project would not impact CDFW jurisdictional waters and riparian habitats. Thus, the Project would not make a cumulatively considerable contribution to the regional decline of jurisdictional waters.

Mitigation has been incorporated into the Project that would avoid direct impacts to any potentially sensitive wildlife species that may occur on-site. Mitigation Measures **MM BIO-1** through **MM BIO-4** would mitigate impacts to sensitive wildlife species for the Project's Ownership Area 1. Although there are potentially significant impacts to sensitive wildlife species due to uncertain conditions for Ownership Area 2, impacts are site-specific and are not otherwise anticipated to rise to a regional, cumulatively considerable impact with incorporation of applicable mitigation measures. Concerning Ownership Area 2, **MM BIO-5** would require a focused biological resources assessment and impact analysis. Further, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction within Ownership Area 2. This is anticipated to bring cumulative impacts to sensitive wildlife species to less than significant levels. Therefore, **MM BIO-1** through **MM BIO-5** would mitigate the potential of the Project to cumulatively combine with other projects; and the Project would not contribute to the cumulative loss of any special status wildlife species.

Lastly, the Project is consistent with TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[12] This Focused EIR has incorporated, by reference, the TOP EIR (State Clearinghouse No. 2021070364), which address cumulative impacts from TOP 2050 buildout. The TOP EIR determined that buildout of TOP 2050 would not have significant impacts to biological resources through the implementation of proposed general plan policies that maintain the level of impact as less than significant levels for each impact threshold. The cumulative effects resulting from buildout of TOP 2050 were previously identified in the TOP EIR. The TOP EIR concluded that impacts to biological resources would be less than significant. The type, scale, and location of the Project's Ownership Area 1 is consistent with TOP 2050 land use and zoning designation and is compatible with the pattern of development that has been approved for adjacent properties. Although there may be a significant and unavoidable impact due to uncertain conditions for Ownership Area 2, these impacts are anticipated to be mitigated to less than significant levels or not otherwise rise to a regional cumulative impact. Considering this consistency, the potential cumulative environmental effects of the Project would fall within the impacts identified in the TOP EIR. Therefore, in consideration of the Project's significant and unavoidable impacts to biological resources, the Project would not be cumulatively considerable.

4.1.8 Significant Unavoidable Impacts

No significant unavoidable biological resources impacts have been identified for Ownership Area 1 of the Project. However, impacts within Ownership Area 2 are not fully known and are therefore considered

[12] Ibid.

significant and unavoidable. At the time of the project-level CEQA analysis and associated biological resources assessment of Ownership Area 2, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the CEQA Guidelines. This determination will be made by City staff at the time of future Ownership Area 2 site-specific development applications.

4.1.9 References

Cadre Environmental. 2024. *Biological Resources Technical Report for Center Park Specific Plan. City of Ontario, California*. (**Appendix C1**)

City of Ontario. 2022. *TOP 2050, Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources.

City of Ontario. 2022. *TOP 2050 Final Supplemental EIR.* *https://content.ontarioca.gov/sites/default/files/2024-12/Final_DraftSEIR_TOP2050.pdf*.

City of Ontario. 2025. *Ontario Municipal Code*. https://codelibrary.amlegal.com/codes/ontarioca/latest/ontario_ca/0-0-0-35678.

ELMT Consulting, Inc. 2024. *Delhi Sands Flower-Loving Fly Habitat Suitability Assessment*. (**Appendix C2**)

4.2 HISTORIC RESOURCES

4.2.1 Introduction

This section of the Draft Focused Environmental Impact Report (EIR) analyzes the potential impacts of the CenterPark Specific Plan Project (Project) on the surrounding historic resources on a regional and local level, within the City of Ontario (City). Cultural resources are comprised of buildings, sites, structures, or objects that may have historic, architectural, archaeological, cultural, and/or scientific importance. However, for this Focused EIR section focuses on historic resources, as impacts to archaeological and tribal cultural resources were determined to be adequately addressed in the City's TOP 2050 and associated Supplemental EIR ("TOP EIR"). Historic resources are cultural resources that are considered significant and eligible for listing on the California Register of Historical Resources (CRHR). Refer to **Section 4.2.6: Impacts and Mitigation**, for legal definitions and significance thresholds associated with historic resources. Archaeological resources, paleontological resources (which are the fossilized remnants of plants and animals), and Tribal Cultural Resources are analyzed in the Project's *CEQA Guidelines Section 15183 Consistency Analysis*, of this Draft EIR. The evaluation of the Project site and the potential impact on historic resources are largely based on the following sources:

- Kimley-Horn and Associates, Inc. (Kimley-Horn). September 2025. *Cultural Resources Inventory and Evaluation Report, Center Park Specific Plan Project, City of Ontario, San Bernardino County, California*. (**Appendix B**)
- Structural Focus. August 2025. *Relocation of Five Structures – Feasibility Study 7587 Edison Ave, 9311 Edison Ave, 8381 Edison Ave, 8485 Edison Ave, and 14117 Grove Ave Ontario, California*. (*Appendix D* of **Appendix B**)
- The Ontario Plan 2050 Final Supplemental EIR
- City of Ontario Municipal Code

4.2.2 Environmental Setting

Existing Conditions

The 257.34-acre Project site is bound to the north by a Southern California Edison (SCE) Easement located approximately 330 feet north of Edison Avenue, Eucalyptus Avenue to the south, Campus Avenue to the west, Walker Avenue to the east, and bisected by Edison Avenue. The Project site consists of 29 parcels and are depicted in **Figure 3-4: Project Assessor Parcel Numbers**. The Project site currently comprises existing agricultural uses, including the raising of livestock, field crop farming, dairy farming activities, and rural residences scattered throughout the area. Rural residential housing, farm buildings and other ancillary facilities occupy those areas not in active agricultural production. The natural vegetation and soil conditions that once occurred throughout the Project site have been significantly altered through agricultural uses, leaving little or no native vegetation. Existing uses surrounding the Project site are similar to those on the site, consisting of ongoing crop farming, dairy operations, a nursery, and rural residencies.

The Project is situated in the northern Chino Valley region. The Chino Valley is characterized by a Mediterranean climate consisting of warm, dry summers and mild, wet winters. The Santa Ana River is located seven miles southeast of the Project site, and it originates in the San Bernardino Mountains and flows southwest through San Bernardino, Riverside, and Orange Counties to the Pacific Ocean. Elevation at the Project site is approximately 700 feet above mean sea level, and the topography is relatively flat across an alluvial fan. The late Quaternary Central Avenue fault line is located 5.5 miles to the west of the Project site. Soil compositions consist mostly of Hilmar loamy fine sand (Hr) and Tujunga loamy sand (TuB) across the Project site. Geologic maps for this vicinity indicate that the Project site was originally underlaid by Holocene-age alluvial gravel and sand of valley areas (Qa). However, the entire Project site has been graded and disced as a result of decades of agricultural activities. Minimal vegetation is present on the Project site as a result of the historic and modern agricultural disturbances, but this region would have once been a wet, lush valley that supported a variety of plant and animal resources.

Cultural and Historical Setting

Ethnography

The Project site is located within the ancestral territory of the Gabrieleño/Tongva. Although Alfred Kroeber recorded the territories of southern California tribes in 1925, the ancient territorial borders remain inexact for two reasons: first, territorial boundaries were flexible and, secondly, indigenous borders and land use were not recorded until after European settlements displaced many Native American communities. Although firm and defining borders cannot be known, archaeological, ethnographic, and historic evidence exists to support the prehistoric use by the Gabrieleño/Tongva in the Chino Valley.

The Gabrieleño/Tongva have a rich and diverse material culture, traditionally including shell set in asphaltum, carvings, painting, baskets, an extensive steatite industry, and a wide range of stone, shell, and bone materials. At the time of European colonization, they inhabited numerous permanent villages in fertile lowlands along waterways in sheltered areas along the coast, each of which held a population in the low hundreds. Smaller villages were also located at varying distances from these permanent villages, all of which were highly connected via economic, religious, and social ties. Villages contained circular and domed homes made of tule mats, fern, or carrizo, as well as small, circular earth-covered sweathouses. Their hunting and gathering subsistence strategy included land and offshore efforts that resulted in the take of both small and large land animals, sea mammals, river and ocean fish, and a variety of plant resources. The population sometimes migrated between villages on a temporary basis throughout the year, returning to their permanent villages for ceremonies or when resources needed to be replenished.

Records show that the long history of European colonization and harmful displacement of Native Americans initially began in 1542 as a result of Juan Rodríguez Cabrillo visiting the area during exploration. Following many subsequent Spanish visits to the region, the colonization of the indigenous population continued in 1769 around the same time as the establishment of Missions San Gabriel in 1771 and San Fernando in 1797. Due in part to the introduction of new diseases, as well as the harsh conditions of mission life, the indigenous population quickly dwindled and cultural practices were lost. Following the secularization of the missions, most surviving Gabrieleño/Tongva became wage laborers on the ranchos of Mexican California and were later nearly completely wiped out as a result of a smallpox outbreak in the 1860s. The combination of removal, murder, disease, forced labor, and poor diet contributed to the

harmful diaspora of the Gabrieleño/Tongva from established villages to scattered areas of the Los Angeles Basin for survival. This history of displacement within their own ancestral lands has led to difficulty in attaining federal recognition. However, the 20th century found a revitalization of the Gabrieleño/Tongva people and culture, and though the communities remain unrecognized by the Federal government, they remain a very active people in their ancestral lands today.

Prehistory

Cultural theoretic frameworks for Southern California archaeology are frequently debated and refined by archaeologists. The early chronologic models proposed by Wallace (1955, 1978) and Warren (1968) continue to be incorporated into current cultural studies with revisions. Archaeologists have developed the cultural frameworks in southern California by generally relying on relative dating methods using diagnostic artifacts, as opposed to absolute dating, due to a general lack of chronometric data available in the regional archaeological record. The framework proposed by Wallace introduced the Early Period, Millingstone Period, Intermediate Period, and Late Prehistoric Period, which generally follows the geologic time scale of Early, Middle and Late Holocene.

Early Holocene (10,000-7500 calibrated years Before Present (cal BP)

A gradual warming of the environment occurred during the Early Holocene. Researchers have proposed that groups from the Early Holocene were highly mobile and traveled across wide ranges. Cultural resources were portable or expedient to accommodate mobility. Archaeologists have recorded artifacts associated with hunting and plant processing at early Holocene sites, such as projectile points, bifaces, and groundstone tools.

Middle Holocene (7500-3500 cal BP)

The Millingstone Period during the Middle Holocene is characterized by new artifact types. The warming of the environment resulted in adaptations to changing environments and associated plant and animal resources. Temporary and seasonal camps were utilized during the Middle Holocene. Tools were intentionally cached, which indicate an intent to return to specific sites over time. Diagnostic artifacts have been recorded at Middle Holocene sites, such as Pinto and Silver Lake projectile points.

Late Holocene (3500 cal BP through Historic Contact)

Archaeological sites from the Late Holocene contain increasingly diverse artifact assemblages. Increased population is evident and multiple family groups likely coexisted within the communities. Proximity to water was an important factor for the seasonal and permanent settlements. Late Prehistoric archaeological sites contained diverse artifact assemblages, including projectile points, ceramics, pendants, incised stones, and shell beads. An increase in hunting efficiency occurred during the Late Prehistoric Period and Protohistoric Period, which is evident by the bow and arrow technology. An abundance of mortars and pestles have been recorded at village sites and further indicate a transition towards sedentary habitation.

History

The Spanish first arrived at San Bernardino County in 1772 with the expedition of Pedro Fages. In 1774, Juan Bautista de Anza reached the San Bernardino Valley due to his commission to set up quarters at the Mission San Gabriel. At this time, an estimated thousands of Native Americans, including the Gabrieleño/Tongva, were either taken to the Mission, removed to work as forced agricultural labor at the estancia in Redlands that served as outpost for the Mission, fled the region, or were killed. The Mission San Gabriel and its outposts resulted in a large pastoral empire that extended across the San Bernardino Valley. Cattle ranching became a major local industry during the Mission period.

In 1821, Mexico overthrew Spanish rule, and the Missions began to decline. By 1833, the Mexican government passed the Secularization Act and the Missions, reorganized as parish churches, lost their vast land holdings, and released the indigenous people that remained. Following this, land throughout present-day California was organized into Mexican land grants, and these large pastoral estates continued conducting cattle ranching during the Mexican or Rancho Period. One of the largest land grants in the area was the 22,000-acre Rancho Santa Ana del Chino, which encompassed the current Project site. In 1841, the Spanish governor Alvarado granted Rancho Santa Ana del Chino to his uncle, Antonio Maria Lugo. After receiving ownership half of the ownership from Lugo, Isaac Williams built the Chino Ranch into an empire. The Treaty of Guadalupe Hidalgo in 1848 ended the Mexican-American War and the Mexican Rancho Period, triggering what is commonly referred to as the American Period.

California achieved statehood in the U.S. in 1850, which was quickly followed by the establishment of the County of San Bernardino in 1853. The arrival of the Southern Pacific Railroad to the San Bernardino Valley stimulated further development and settlement. The citrus industry continued to fuel the local economy and contributed to the regional land boom. The local area of Ontario began as a township founded in 1881 by two brothers George and William Chaffey. The local landowners and developers named the township after their hometown of Ontario, Canada. The Chaffey brothers purchased 6,000 acres of land with water rights in present-day Ontario to start the township. Part of the land included space for the Chaffey Agricultural College. The planned Ontario township was declared a “Model Colony” by an Act of Congress. The water rights, agricultural college, and access to transportation encouraged farmers to settle there. Euclid Avenue was established as a main boulevard in the colony. Dairies were established in the local area in the 1890s after dairy cows came to the California market as a part of the Gold Rush.

The City of Ontario was incorporated in 1891, during which time citrus crops were the staple of the successful agricultural community, with the local dairy industry only just beginning. The Steel and Green Dairy, which was comprised of adobe buildings at the location of the Battle of Chino, is considered to be the first dairy developed in the area. Large, available tracts of land prime for agricultural uses in the area were a draw for dairy farmers from Los Angeles County, though citrus remained the dominate industry through the 1940s. Dairies remained smaller family-owned businesses during this period, and the 1920s saw an influx of Dutch immigrants establishing dairies in the areas. Despite the smaller sizes of the operations, the industry boomed alongside surrounding population growth, and dairies began switching from free grazing to dry-lot dairying and mechanized milking in order to optimize milk production and improve efficiency.

After World War I, many dairies were plagued by tuberculosis in dairy cows, leading to new requirements around pasteurization. Around the same time, some of the industry in Ontario transitioned to aviation when aviation enthusiasts Waldo Waterman and Archie Mitchell established Latimer Field. Eventually, the fliers were moved east to Ontario World Airport, which operated as a training facility for pilots during World War II. During this time, the population across the Los Angeles basin began to grow into a large urban area, pushing dairy farms further into the Chino Valley. By 1949, dairies in the local area provided for over 33% of the dairy production within the County. In the 1950s, the City experienced the same post-World War II population and related housing boom that was so common across the region, and many farming families firmly settled in the area so that by the late 1950s/early 1960s, the Chino Valley was home to the most technologically advanced dairies in the entire country.

During the post-World War II era, an increased popularity in utilizing Herringbone milk parlors that raised cows on platforms for milking became popular as a way of providing safer working conditions and controlling costs of labor. Prior to this in the 1920s through 1940s, milk parlors were more often constructed in an Art Deco style (1920s-1930s) followed by the Streamline Moderne style (1930s-1940). While the Art Deco milk parlors were more decorative with chevrons and zig-zags and maintained geometric and angular edges, the Streamline Moderne style milk parlors were more utilitarian and designed as two-part buildings with a large area for milking with a connected cooling area that would have maintained a smooth symmetrical style with a flat roof, stucco cladding, and glass block windows. The popularity of the glass block windows in milk parlors peaked in the 1950s, though continued to be constructed in the 1960s.

In 1967, the County of San Bernardino designated 14,000 acres of Chino Valley agricultural land as an agricultural preserve and, by 1980, the local area had evolved into a world-class dairy center. However, the land was annexed into Ontario, Chino, and Chino Hills during the 1990s due to rising dairy operation costs and housing demands. The City of Ontario then began referring to their annexed 8,200 acres of the former San Bernardino Agricultural Preserve as the New Model Colony (NMC), which was named after the original Model Colony of Ontario established by the Chaffey brothers. It also modernly known as Ontario Ranch.

Ontario's diverse history of irrigation, agriculture, viticulture, dairy, aeronautical, and World War II production transitioned the City to the next stage of expansive growth, which was focused primarily on service industries and warehouses in the second half of the 20th century. The City's modern economic base is primarily focused on industrial and manufacturing operations and transportation (freeway, rail, and airport). Today, the City is approximately 32,000 acres in size and continues to be a booming and thriving community.

Cultural Resources Report

A Cultural Resources Inventory and Evaluation Report (Cultural Resources Report) was prepared for the Project site and is provided as **Appendix B: Cultural Resources Report** of this Draft Focused EIR. The Cultural Resources Report includes a thorough literature review, a cultural resources field survey, and cultural resources recommendations for the proposed development (see **Appendix B**). Currently, the Applicant does not own or control the Ownership Area 2 parcels (Planning Areas 1 through 4, 6, and

19 through 22). Therefore, these inaccessible parcels were photographed and recorded from the public right of way.

Research

On June 10, 2024, a Sacred Lands File record search request was received from the Native American Heritage Commission (NAHC) and a cultural resources records search was conducted at the South-Central Coastal Information Center (SCCIC) at California State University, Fullerton. This archival research reviewed the status of all recorded historic and prehistoric cultural resources, as well as cultural studies completed, within the Project site plus a 0.5-mile buffer. Additional resources reviewed included the NRHP, the CRHR, and documents and inventories published by the California Office of Historic Preservation (OHP), such as the list of California Historical Landmarks (CHL), Points of Historical Interest, and the Built Environment Resource Directory (BERD). Furthermore, a review was conducted of the City's local register and the Historic Context prepared for the City of Ontario dairy industry by Galvin and Associates, Inc. in 2004. Finally, a review of historic aerial imagery and topographic maps was conducted to identify the ages and history of modifications of structures within the Project site.

Field Survey

A cultural resources field survey of the Project site was conducted on June 13, July 3, July 10, and July 16, 2024. The survey was conducted by walking parallel transects spaced approximately 15 meters apart across the accessible Project site. The following Assessor Parcel Numbers were not accessible due to lack of applicant ownership: 0216-311-09, 1053-321-01, -03, 1053-311-01, -02, 1053-301-01, -02, and 1053-321-02. These areas, in addition to fenced yards, building interiors, and livestock enclosures/feeding areas within surveyed parcels, were photographed and recorded from the public right of way. All encountered cultural resources were recorded on the applicable DPR 523 series forms. Digital photographs were taken at various points within the project site, including both overviews and detailed photographs of all cultural resources.

Results of the research and field survey conducted as a part of the Cultural Resources Report are discussed below under **Section 4.2.4: Impact Thresholds and Significance Criteria**.

4.2.3 Regulatory Setting

State

California Environmental Quality Act

California public agencies must consider the effects of their actions on both "historical resources" and "unique archaeological resources." Pursuant to Public Resources Code (PRC) Section 21084.1, a "project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment." PRC Section 21083.2 additionally requires agencies to determine whether proposed projects would have effects on "unique archaeological resources."

"Historical resource" is a term with a defined statutory meaning. Under California Code of Regulations (CCR), Title 14, Chapter 3 (California Environmental Quality Act [CEQA] Guidelines), Section 15064.5(a) "historical resource" includes the following:

A resource listed in or determined to be eligible by the State Historical Resources Commission (SHRC), for listing in the CRHR (PRC Section 5024.1 and Title 14 CCR, Section 4850 et seq.).

A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the PRC or identified as significant in a historical resource survey meeting the requirements of Section 5024.1(g) of the PRC, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.

Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be a historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the CRHR (PRC Section 5024.1 and Title 14 CCR Section 4852) including the following:

- **Criterion 1** - Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- **Criterion 2** - Is associated with the lives of persons important in our past;
- **Criterion 3** - Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- **Criterion 4** - Has yielded, or may be likely to yield, information important in prehistory or history.

CEQA addresses significant impacts to historical resources. "A project with an effect that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment. Substantial adverse change in the significance of a historical resource means physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired." (CEQA Guidelines Section 15064.5[b][1]).

CEQA also requires agencies to consider whether projects will affect "unique archaeological resources." PRC Section 21083.2(g) states that "'unique archaeological resources' means an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

1. Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.

2. Has a special and quality such as being the oldest of its type or the best available example of its type.
3. Is directly associated with a scientifically recognized, important prehistoric or historic event or person."

However, if a resource is identified as both a historical resource and a "unique archaeological resource," then it would undergo the provisions outlined for historical resources (CEQA Guidelines Section 15064.5 and PRC Section 21084.1 and 21083.2[l]).

California Public Records Act

Sections 6254(r) and 6254.10 of the California Public Records Act (Government Code Section 6250 et seq.) were enacted to protect archaeological sites from unauthorized excavation, looting, or vandalism. Section 6254(r) explicitly authorizes public agencies to withhold information from the public relating to "Native American graves, cemeteries, and sacred places and records of Native American places, features, and objects… maintained by, …, the Native American Heritage Commission…." Section 6254.10 specifically exempts from disclosure requests for "records that relate to archaeological site information and reports maintained by, or in the possession of, the Department of Parks and Recreation, the SHRC, the State Lands Commission, the NAHC, another state agency, or a local agency, including the records that the agency obtains through a consultation process between a California Native American tribe and a state or local agency."

California Public Resources Code

Archaeological, paleontological, and historical sites are protected under a wide variety of State policies and regulations in the California PRC (PRC Sections 5020 to 5029.5, PRC Section 5079 to 5079.65, and PRC Section 5097.9 to 5097.991). In addition, cultural and paleontological resources are recognized as nonrenewable resources and receive protection under the PRC and CEQA.

PRC Sections 5020 to 5029.5 continued the former Historical Landmarks Advisory Committee as the SHRC. The commission oversees the administration of the CRHR and is responsible for designating State Historical Landmarks and Historical Points of Interest.

PRC Section 5079 to 5079.65 define the functions and duties of the Office of Historic Preservation (OHP), which administers federal- and state-mandated historic preservation programs in California as well as the California Heritage Fund.

PRC Section 5097.9 to 5097.991 provide protection to Native American historical and cultural resources and sacred sites; identify the powers and duties of the NAHC; require that descendants be notified when Native American human remains are discovered; and provide for treatment and disposition of human remains and associated grave goods.

California Register of Historical Resources

Created in 1992 and implemented in 1998, the CRHR is "an authoritative guide in California to be used by state and local agencies, private groups, and citizens to identify the state's historical resources and to

indicate what properties are to be protected, to the extent prudent and feasible, from substantial adverse change" (PRC Section 5024.1). Certain properties, including those listed in or formally determined eligible for listing in the NRHP and California Historical Landmarks (CHL) numbered 770 and higher, are automatically included in the CRHR. Other properties recognized under the Point of Historical Interest (PHI) program, identified as significant in historical resources surveys, or designated by local landmarks programs, may be nominated for inclusion in the CRHR. A resource, either an individual property or a contributor to a historic district, may be listed in the CRHR if the SHRC determines that it meets any of the following criteria, which are modeled on NRHP criteria:

- Criterion 1: It is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
- Criterion 2: It is associated with the lives of persons important in our past.
- Criterion 3: It embodies the distinctive characteristics of a type, period, region, or method of construction; represents the work of an important creative individual; or possesses high artistic values.
- Criterion 4: It has yielded, or may be likely to yield, information important in history or prehistory.

According to 14 CCR Section 4852(a), types of resources eligible for nomination:

1) **Building**. A resource, such as a house, barn, church, factory, hotel, or similar structure created principally to shelter or assist in carrying out any form of human activity. "Building" may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn;

2) **Site**. A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historical, cultural, or archaeological value regardless of the value of any existing building, structure, or object. A site need not be marked by physical remains if it is the location of a prehistoric event, and if no buildings, structures, or objects marked it at that time. Examples of such sites are trails, designed landscapes, battlefields, habitation sites, Native American ceremonial areas, petroglyphs, and pictographs;

3) **Structure**. The term "structure" is used to describe a construction made for a functional purpose rather than creating human shelter. Examples of structures include mines, bridges, and tunnels;

4) **Object**. The term "object" is used to describe those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed, as opposed to a building or a structure. Although it may be moveable by nature or design, an object is associated with a specific setting or environment. Objects should be in a setting appropriate to their significant historic use, role, or character. Objects that are relocated to a museum are not eligible for listing in the CRHR. Examples of objects include fountains, monuments, maritime resources, sculptures, and boundary markers; and

5) **Historic district**. Historic districts are unified geographic entities which contain a concentration of historic buildings, structures, objects, or sites united historically, culturally, or architecturally. Historic districts are defined by precise geographic boundaries. Therefore, districts with unusual boundaries require a description of what lies immediately outside the area, in order to define the

edge of the district and to explain the exclusion of adjoining areas. The district must meet at least one of the criteria for significance discussed in Section 4852(b)(1)-(4) of this chapter.

Under PRC Section 5024.1 and 14 CCR Section 4852(c), a cultural resource must retain integrity to be considered eligible for the CRHR. Specifically, it must retain enough character or appearance to be recognizable as a historical resource and convey reasons of significance. Integrity is evaluated with regard to retention of such factors as location, design, setting, materials, workmanship, feeling, and association. Cultural sites that have been affected by ground-disturbing activities, such as agricultural activities and off-road vehicle use (both of which occur within the Project site), often lack integrity because they have been directly damaged or removed from their original location, among other changes. Additionally, due to requirements related to integrity of location and setting, relocation as mitigation may not be sufficient to reduce impacts to historical resources to less than significant.

Location - Location is the place where the historic property was constructed or the place where the historic event occurred. The relationship between the property and its location is often important to understand why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and persons. Except in rare cases, the relationship between a property and its historic associations is destroyed if the property is moved.

Design - Design is the combination of elements that create the form, plan, space, structure, and style of a property. It results from conscious decisions made during the original conception and planning of a property (or its significant alteration) and applies to activities as diverse as community planning, engineering, architecture, and landscape architecture. Design includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials.

A property's design reflects historic functions and technologies as well as aesthetics. It includes such considerations as the structural system; massing; arrangement of spaces; pattern of fenestration; textures and colors of surface materials; type, amount, and style of ornamental detailing; and arrangement and type of plantings in a designed landscape.

Design can also apply to districts, whether they are important primarily for historic association, architectural value, information potential, or a combination thereof. For districts significant primarily for historic association or architectural value, design concerns more than just the individual buildings or structures located within the boundaries. It also applies to the way in which buildings, sites, or structures are related: for example, spatial relationships between major features; visual rhythms in a streetscape or landscape plantings; the layout and materials of walkways and roads; and the relationship of other features, such as statues, water fountains, and archaeological sites.

Setting - Setting is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the character of the place in which the property played its historical role. It involves how not just where the property is situated and its relationship to surrounding features and open space. Setting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. In addition, the way in which

a property is positioned in its environment can reflect the designer's concept of nature and aesthetic preferences. The physical features that constitute the setting of a historic property can be either natural or man-made, including such elements as: topographic features (a gorge or the crest of a hill); vegetation; simple manmade features (paths or fences); and relationships between buildings and other features or open space. These features and their relationships should be examined not only within the exact boundaries of the property but also between the property and its surroundings. This is particularly important for districts.

Materials - Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. The choice and combination of materials reveal the preferences of those who created the property and indicate the availability of particular types of materials and technologies. Indigenous materials are often the focus of regional building traditions and thereby help define an area's sense of time and place.

A property must retain the key exterior materials dating from the period of its historic significance. If the property has been rehabilitated, the historic materials and significant features must have been preserved. The property must also be an actual historic-era resource, not a re-creation; a recent structure fabricated to look historic is not eligible. Likewise, a property whose historic features and materials have been lost and then reconstructed is usually not eligible.

Workmanship - Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure, object, or site. Workmanship can apply to the property as a whole or to its individual components. It can be expressed in vernacular methods of construction and plain finishes or in highly sophisticated configurations and ornamental detailing. It can be based on common traditions or innovative period techniques.

Workmanship is important because it can furnish evidence of the technology of a craft, illustrate the aesthetic principles of a historic or prehistoric period, and reveal individual, local, regional, or national applications of both technological practices and aesthetic principles. Examples of workmanship in historic buildings include tooling, carving, painting, graining, turning, and joinery. Examples of workmanship in prehistoric contexts include Paleo-Indian Clovis projectile points; Archaic period beveled adzes; Hopewellian birdstone pipes; copper earspools and worked bone pendants; and Iroquoian effigy pipes.

Feeling - Feeling is a property's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district retaining original design, materials, workmanship, and setting will relate the feeling of agricultural life in the 19th century. A grouping of prehistoric petroglyphs, unmarred by graffiti and intrusions and located on its original isolated bluff, can evoke a sense of tribal spiritual life.

Association - Association is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the

presence of physical features that convey a property's historic character. For example, a Revolutionary War battlefield whose natural and manmade elements have remained intact since the 18th century will retain its quality of association with the battle.

Typically, a prehistoric archaeological site in California is recommended eligible for listing in the CRHR based on its potential to yield information important in prehistory or history (Criterion 4). Important information includes chronological markers such as projectile point styles or obsidian artifacts that can be subjected to dating methods or undisturbed deposits that retain their stratigraphic integrity. Sites such as these have the ability to address research questions.

California Historical Landmarks

CHLs are buildings, structures, sites, or places that have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other value and that have been determined to have statewide historical significance by meeting at least one of the criteria listed below. The resource also must have written consent of the property owner; be recommended by the SHRC; and be officially designated by the Director of California State Parks. The specific standards now in use were first applied in the designation of CHL No. 770. CHLs numbered 770 and above are automatically listed in the CRHR.

To be eligible for designation as a CHL, a resource must meet at least one of the following criteria:

- It is the first, last, only, or most significant of its type in the state or within a large geographic region (northern, central, or southern California);
- It is associated with an individual or group having a profound influence on the history of California; or,
- It is a prototype of, or an outstanding example of, a period, style, architectural movement, or construction or is one of the more notable works or the best surviving work in a region of a pioneer architect, designer, or master builder.

California Historical Resources Status Codes

In order to be considered as significant, a resource must meet at least one of the above-listed NRHP or CRHR criteria and retain enough integrity to support its period of significance and association within a historical context. A resource is assigned a California Historical Resources (CHR) status code following evaluation, which identifies its significance level. The status codes and descriptions are:

1. Properties listed in the NRHP or the CRHR.
2. Properties determined eligible for listing in the NRHP or CRHR.
3. Appears eligible for NRHP or CRHR through survey evaluation.
4. Appears eligible for NRHP or CRHR through other evaluation.
5. Properties recognized as historically significant by local government.
6. Not eligible for listing or designation as specified.

7. Not evaluated for NRHP or CRHR or needs re-evaluation.

Typically, resources designated as CHR Status Code 6 are determined ineligible for designation under any criteria and are not considered historical resources. However, there are several subcategories that exist within each of the status codes that allow for various exemptions, such as whether a resource contributes to a Historic District.

California Historic Building Code (CHBC)

The CHBC provides guidelines for the preservation, restoration, rehabilitation, relocation, and reconstruction of buildings or structures designated as qualified historical buildings or properties by a local, state, or federal jurisdiction, as defined by CHBC Section 8-218. The CHBC provides guidelines for long-term preservation efforts of qualified historical buildings or properties to allow owners to make improvements for access for persons with disabilities; to provide a cost-effective approach to preservation; and, to ensure overall safety of affected occupants or users.

As defined by the CHBC, a "qualified historical building" is "any building, site, structure, object, district, or collection of structures, and their associated sites, deemed of importance to the history, architecture, or culture of an area by an appropriate local, state, or federal governmental jurisdiction. This includes designated buildings or properties on, or determined eligible for, official national, state, or local historical registers or official inventories, such as the NRHP, CRHR, CHLs, California PHI, and officially adopted city or county registers, inventories, or surveys of historical or architecturally significant sites, places, or landmarks."[1]

PRC Section 5097.91, PRC Section 5097.98, PRC Section 5097.94 and the Native American Heritage Commission

PRC Section 5097.91 established the NAHC, the duties of which include inventorying places of religious or social significance to Native Americans and identifying known graves and cemeteries of Native Americans on private lands. PRC Section 5097.98 specifies a protocol to be followed when the NAHC receives notification of a discovery of Native American human remains from a county coroner.

PRC Section 5097.94 establishes the powers and duties of the NAHC, including, but not limited to:

a) To identify and catalog places of special religious or social significance to Native Americans and known graves and cemeteries of Native Americans on private lands. The identification and cataloging of known graves and cemeteries shall be completed on or before January 1, 1984. The commission shall notify landowners on whose property the graves and cemeteries are determined to exist and shall identify the Native American group most likely descended from those Native Americans who may be interred on the property.

b) To make recommendations relative to Native American sacred places that are located on private lands, are inaccessible to Native Americans, and have cultural significance to Native Americans

[1] State of California. ND. *Health and Safety Code*, *Division 13 – Part 2.7, Sections 18950 to 18962 of the California Historic Building Code*. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=13.&title=&part=2.7.&chapter=&article=. (accessed June 2025).

for acquisition by the state or other public agencies for the purpose of facilitating or assuring access thereto by Native Americans.

c) To make recommendations to the Legislature relative to procedures that will voluntarily encourage private property owners to preserve and protect sacred places in a natural state and to allow appropriate access to Native American religionists for ceremonial or spiritual activities.

For a complete list of powers and duties, visit: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC&sectionNum=5097.94.

California Penal Code, Section 622.5

California Penal Code, Section 622.5, provides misdemeanor penalties for injuring or destroying objects of historic or archaeological interest located on public or private lands but specifically excludes the landowner.

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Local

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan (TOP) 2050 Community Design Element articulates design qualities that will create locally and regionally significant places and utilizes community design to help achieve the Vision in the areas of economic development, land use, housing, community health, infrastructure, and transportation. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to historic resources.

The following policy contained in the Land Use Element is relevant to the Project:

Community Design Element[2]

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

Policy CD-4.1 **Cultural Resource Management.** We update and maintain an inventory of historic sites and buildings, professional collections, artifacts, manuscripts, photographs, documents, maps, and other archives.

Policy CD-4.2 **Collaboration with Property Owners and Developers.** We educate and collaborate with property owners and developers to implement strategies and best practices that

[2] City of Ontario. 2022. The Ontario Plan 2050, *Community Design Element*. https://www.ontarioca.gov/government/community-development/planning/ontario-plan/ontario-plan-policy-plan/community-design. (accessed December 2025).

preserve the character of our historic buildings, streetscapes, and unique neighborhoods.

Policy CD-4.3 **Collaboration with Outside Agencies.** We pursue opportunities to team with other agencies, local organizations, and nonprofits in order to preserve and promote Ontario's heritage.

Policy CD-4.4 **Incentives.** We use the Mills Act and other federal, state, regional and local programs to assist property owners with the preservation of select properties and structures.

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

City of Ontario Development Code

The City Development Code Chapters 4 and 7 establish the City's scope of historic preservation activities and is the primary body of local law relating to historic preservation. Division 7.01 includes the purpose and authority for historic preservation, and Division 4.02 includes criteria for local historic designation and procedures for the alteration or demolition of historic properties.

Properties may be designated at the local level as Historic Landmarks or Districts. The Ontario Historic Preservation Commission maintains a record of historic properties that are eligible for local designation and the City Council determines placement on the City's List of Designated Historic Landmarks or Districts. Any property owner may request the designation of a Historical Resource as a Historic Landmark or District by applying to the City's Planning Department.

Pursuant to Development Code Section 4.02.040, a property that meets one or more of the following criteria is eligible to be placed on the City's List of Historic Landmarks and Districts as a Landmark:

- It meets the criteria for listing in the NRHP; or
- It meets the criterion for listing in the CRHR; or
- It meets one or more of the following criteria:
    a. It exemplifies or reflects special elements of the City's history;
    b. It is identified with persons or events significant in local, state, or national history;
    c. It is representative of the work of a notable builder, designer, architect, or artist;
    d. It embodies distinguishing characteristics of a style, type, period, or method of construction;
    e. It is noteworthy example of the use of indigenous materials or craftsmanship;
    f. It embodies elements that represent a significant structural, engineering, or architectural achievement or innovation;
    g. It has a unique location, a singular physical characteristic, or is an established and familiar visual feature of a neighborhood, community of the City;
    h. It is one of the few remaining examples in the City, region, state, or nation possessing distinguishing characteristics of an architectural or historical type or specimen; or

i. It has yielded or is likely to yield information important to the City's history or prehistory.

Pursuant to Development Code Section 4.02.040, any neighborhood or area that meets one or more of the following criteria is eligible to be placed on the City's List of Historic Landmarks and Districts as a District:

- Is a geographically definable area possessing a concentration of Historical Resources or thematically related grouping of structures which contribute to each other and are unified by plan, style, or physical development; and embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master and possesses high artistic values;
- Reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of a park landscape, site design, or community planning;
- Is associated with, or the contributing resources are unified by events that have a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States; or
- The historic resource is, or the contributing resources are associated with lives of persons important to Ontario, California, or national history.

Landmarks and Districts listed in the NRHP or the CRHR are automatically placed on the City's List of Historic Landmarks and Districts. In addition to the criteria listed above that refer to the historical significance of the resource, the City also requires Landmarks and Districts to have integrity for the time in which they are significant.

Pursuant to Chapters 4 and 7 of the City's Development Code, minor alterations, restoration, rehabilitation, and demolition of historic resources listed in the local register require issuance of a Certificate of Appropriateness with findings and an approved replacement structure/building prior to impact. Additionally, as outlined in Subsections G and H of Chapter 4, historic resources that are on the local register are ranked from a 3-tier system by the Historic Preservation Subcommittee of the Historic Preservation Commission to determine the level of historic significance that a resource has.

Subsection G: Historic Resources Tiering System

1. Tier I consists of historic resources that should not be demolished or significantly altered under any circumstances, regardless of their designation status, as they are the City's most significant historical or cultural resources:
    a. A resource listed on the Ontario Register that meets at least one of the criteria within the Architecture/Form category, and 3 criteria within the History category, listed in Subsection H; or
    b. A contributing resource within a district that meets at least one of the criteria within the Architecture/Form Category and 3 criteria within the History Category as listed below.

2. Tier II consists of historic resources wherein demolition of these properties should be avoided:
    a. Any historic resource listed or determined eligible for listing in the National Register of Historic Places;
    b. Any historic resource listed or determined eligible for listing in the California Register of Historic Resources;
    c. A historic resource listed on the Ontario Register and meets at least 2 criteria within the Architecture/Form or History categories, listed in Subsection H; or
    d. A contributing resource within an eligible historic district wherein the district meets at least 2 of the criteria in either the Architecture/Form or History categories as listed in Subsection H (Historic Resource Tiering Criteria) of this Section.
3. Tier III consists of historic resources that are Designated Local Historic Landmarks, are contributing properties within Designated Local Historic Districts, or are eligible historic resources. Demolition of these resources should be avoided where possible but may be appropriate under certain circumstances.

Subsection H: Historic Resources Tiering Criteria

1. Local Historic Landmark

    a. Architecture/Form

        (1) The resource is prototypical, or one of the finest examples, of a period, style, architectural movement, or construction in the City of a particular style of architecture, building type, or historical or archeological object. Only preeminent examples should be considered. Good representative examples of a style, period or method of construction are not appropriate; or

        (2) The resource is the first, last, only, or one of the finest examples, notable works, or the best surviving work by an architect or designer of major importance to the City, State or Nation.

    b. History

        (1) The resource is the location of a historic event(s) that has significantly contributed to the history of the City, State, or Nation;

        (2) The resource is associated with a business, company, or individual that has made a significant cultural, social, or scientific contribution to the City, State, or Nation;

        (3) The resource is identified with a person(s) who has exerted a major influence on the heritage or history of the City, State, or Nation;

        (4) The resource embodies the ideals or principles of the "Model Colony" or furthers the ideals or principals established by the Chaffey Brothers;

        (5) The resource has a direct relationship to one of the principal historic contexts in the City's history, including the "Model Colony," (includes the Chaffey Brothers, the Ontario Land

and Improvement Company, or the citrus industry), the Guasti Winery or the wine industry, or the Dairy Preserve or the dairy industry;

(6) The resource is related with a business, company, or individual significant in the agricultural history of the City;

(7) The resource is related to the archeological past of the region.

2. Local Historic Districts

a. Architecture/Form

(1) The district contains resources that are a prototype of, or one of the finest examples of, or the first, last, only, or few remaining groupings of a period, style, architectural movement, or construction in the City of a particular style of architecture, building type, or historical or archeological object. Only preeminent examples should be considered. Good representative examples of a style, period or method of construction are not appropriate; or

(2) The district contains resources that are the first, last, only, or the finest examples, notable works, or the best surviving work by an architect or designer of major importance to the City, State or Nation.

b. History

(1) The district is the location of a historic event(s) that has significantly contributed to the history of the City, State, or Nation;

(2) The district is associated with a business, company, or individual that has made a significant, cultural, social, or scientific contribution to the City, State, or Nation;

(3) The district is identified with a person(s) who has exerted a major influence on the heritage or history of the City, State, or Nation;

(4) The district embodies the ideals or principles of the "Model Colony," or furthers the ideals or principals established by the Chaffey Brothers;

(5) The district has a direct relationship to one of the principal historic contexts in the City's history, including the "Model Colony," (includes the Chaffey Brothers, the Ontario Land and Improvement Company, or the citrus industry), the Guasti Winery or the wine industry, or the Dairy Preserve or the dairy industry, or the citrus industry; or

(6) The district is related with a business, company, or individual significant in the agricultural history of the City.

The City requires that EIRs associated with Specific Plans in New Model Colony (also referred to as NMC, or Ontario Ranch [OR]) must consider the findings discovered in the City of Ontario's Historic Context for the New Model Colony Area[3] and address impacts to historical resources. Therefore, this analysis of the

[3] Galvin and Associates. 2004. *The City of Ontario's Historic Context for the New Model Colony Area. Prepared for City of Ontario Planning Department.* (accessed June 2025).

resources within the Project site considers the contextual aspects of the NMC Historic Context with an analysis of the Project.

The City Development Code Chapter 7.0: Historic Preservation[4], promotes the public health, safety, and general welfare by:

- Safeguarding the character and history of the City which is reflected in its unique cultural, historical, and architectural heritage, with emphasis on the "Model Colony" as recognized by an Act of Congress and presented at the St. Louis World's Fair in 1904;
- Promoting public knowledge, appreciation, and understanding of the City's past;
- Fostering civic and neighborhood pride in the beauty and accomplishments of the past;
- Promoting the enjoyment and use of Historical Resources appropriate for the education and recreation of the people of the City;
- Enhancing the visual and aesthetic character, diversity, and interest of the City;
- Enhancing property values and stabilizing neighborhoods within the City;
- Recognizing Historical Resources and protecting areas of historical buildings from encroachment of incompatible designs;
- Providing economic benefits to the City and its inhabitants through financial incentives for preservation;
- Protecting and enhancing the City's attraction to tourists and visitors,
- Stimulating business and industry;
- Promoting public awareness of the benefits of preservation; and
- Encouraging public participation in historic preservation, thereby increasing civic pride in the City's heritage.

City of Ontario Adaptive Reuse Plan

The City of Ontario Municipal Code Chapter 14: Historic Building Code, Existing Building Code and Referenced Standards, adopts by reference the 2022 Edition of the California Historic Building Code (CHBC), as adopted by the California Building Standards Commission in California Code of Regulations Title 24, Part 8. The CHBC provides alternative building regulations to address unique construction issues inherent in the maintenance, rehabilitation, preservation, restoration, adaptive reuse, or relocation of structures surveyed and identified as a historic resource. City Municipal Code Section 8-14.04: Alternative building standards for adaptive reuse projects, as well as the Historic Preservation-Adaptive Reuse Plan in Title 9 Development Code, allows for the establishment of alternative building standards for adaptive reuse projects (or change of building classification/occupancy). This furthers the targeted adaptive reuse of designated historic buildings to multiple-family residential, office, commercial, work/live, or retail while removing construction barriers related to zoning, building, and fire code compliance. In turn, the adaptive reuse program further incentivizes preservation of historically significant resources, streamline the review

[4] City of Ontario. 2024. Development Code, Chapter 7.0: Historic Preservation. https://content.ontarioca.gov/sites/default/files/2025-01/Chapter%207%200%20-%20Historic%20Preservation_Rev%2012-03-2024.pdf. (accessed June 2025).

and approval process by waiving the development plan review, reduce underutilized sites, reduce demolition, and foster sustainable community development.

Adaptive Reuse projects are construction and remodeling projects that reconfigure existing spaces within existing buildings to accommodate a new use or purpose other than for what it was originally designed. Adaptive Reuse projects require a change of use and building occupancy from office or commercial to residential, industrial to work/live, residential to office or commercial, or assembly to residential, office or commercial. The City's Adaptive Reuse Plan applies to qualifying buildings, which include those listed on the National Register of Historic Places, on the California Register of Historic Resources, Ontario Register of Historic Resources as designated local landmarks or contributors to designated local historic districts located within the Adaptive Reuse Plan Area. A Certificate of Appropriateness pursuant to Section 4.02.050: Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources is required for any alteration, addition, restoration, rehabilitation, remodeling, relocation, repainting, and/or resurfacing of an historic resource.

4.2.4 Impact Thresholds and Significance Criteria

State CEQA Guidelines Appendix G contains the Environmental Checklist Form, which includes questions concerning cultural resources. The questions presented in the Environmental Checklist Form have been utilized as significance criteria in this section.

Accordingly, the Project would have a significant effect on the environment if it would:

- Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5;

Historical Resources

State CEQA Guidelines Section 15064.5 provides direction on determining significance of impacts to archaeological and historical resources. Generally, a resource shall be considered "historically significant" if the resource meets the criteria for listing on the CRHR.

1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important in prehistory or history. (PRC Section 5024.1; 14 CCR Section 4852).

The fact that a resource is not listed in the CRHR, not determined to be eligible for listing, or not included in a local register of historical resources does not preclude a lead agency from determining that it may be a historical resource. The City is a Certified Local Government (CLG) that is required to review historic resource surveys and make a determination of eligibility for listing on an ongoing basis as part of the implementation of the certified historic preservation program.

Methodology and Assumptions

Cultural Resources Report Results

As discussed previously, a Cultural Resources Report was prepared for the Project site and is provided as **Appendix B** of this Draft Focused EIR. The Cultural Resources Report includes a thorough literature review, a cultural resources field survey, and cultural resources recommendations for the proposed development. The results are discussed herein.

Records Search

The results from the NAHC indicated the Project site was positive for the presence of a Sacred Lands File within or near the Project site. Data from the SCCIC revealed that six previous cultural resources studies have taken place within the Project site plus 0.5-mile buffer, with four of those studies intersecting the Project site. Additionally, two cultural resources consisting of two historic Southern California Edison transmission lines were identified within 0.5-mile of the Project site, though none were identified within the Project site. Subsequent review of national, state, and local inventories and registers revealed five historic built environment resources were listed in the BERD as potentially significant though unevaluated:

- 7587 Edison Avenue
- 7721 Edison Avenue
- 8185 Edison Avenue
- 7914 Edison Avenue
- 14213 Bon View Avenue

Many additional buildings located in the Project vicinity, but outside of the Project site, were also listed in the BERD, specifically along Edison Avenue, Bon View Avenue, and Grove Avenue.

The 2004 Historic Context, prepared by Galvin and Associates, Inc., identified 15 properties within the Project site of potential historical significance:

- 14213 Bon View Avenue (also listed in BERD)
- 14283 Bon View Avenue
- 7587 Edison Avenue (also listed in BERD)
- 7691 Edison Avenue
- 7721 Edison Avenue (also listed in BERD)
- 7891 Edison Avenue
- 7914 Edison Avenue (also listed in BERD)
- 8061 Edison Avenue
- 8185 Edison Avenue (also listed in BERD)
- 8292 Edison Avenue
- 8311 Edison Avenue
- 8381 Edison Avenue
- 8485 Edison Avenue
- 14049 Grove Avenue
- 14117 Grove Avenue

A review of historic aerials and topographic maps indicated one resource, 8270 Ontario Ranch Road, was also of historic age and had not been previously recorded.

Field Survey

The field survey noted that the Project site has been completely disturbed by historic-period and modern dairy and agricultural developments. Additionally, many parcels also contained active dairy farms. Ground

visibility ranged widely during the pedestrian survey but averaged 80 percent. While visibility was excellent in the agricultural pastures, the Project site also contained many paved areas that affected surface soil visibility. However, the result resulted in the successful identification of all 15 historic built environment resources that were previously recorded within the Project site.

Conclusions

As a result of records search and field survey, a total of 15 historic built environment resources were identified within the Project site. However, further review of historic aerials and site information revealed that three of the cultural resources (14283 Bon View Ave, 7691 Edison Ave, and 8185 Edison Ave) were encompassed by larger sites. As such, these three resources were subsumed under three different resource records, resulting in a total of 12 identified historic built environment resources within the Project site.

Figure 4.2-1: Historic Resources Map depicts the 12 properties within the Project site that contain potentially historic built environment resources. Additional details of each site can be found in **Table 4.2-1: Historic Resources within the Project Site**, below.

Table 4.2-1: Historic Resources within the Project Site

Addresses/Name	APNs
7587-7697 Edison Ave	105337101, 105337102, and 105353101
14213-14297, 14333-14353, 14450, and 14451 Bon View Ave	105335101, 105335102, 105354101, 105354102, 105357101, and 105357102
7914 Edison Ave	105317101, 105332102, 105332103, and 105317106
13715-13751 Grove Ave, 13817-13819 Grove Ave, 8270-8292 Edison Ave	021631105, 021631104, 021631103, 021631102, 021631101, and 021631109
8040 Schaefer Ave and 14050 Grove Ave	105332101
8061 Edison Ave	105333101, 105333102, 105333103, 105333104, 105334101, and 105334102
7721-7891 Edison Ave	105336101, 105336102, and 105336103
8185 Edison Ave	021632103
8311 Edison Ave	021632108
8335-8381 Edison Ave	021632201, 021632202, 021632203, and 021632204
8485 Edison Ave and 14350 Walker Ave	021632205 and 021632210
14049 Grove Ave	021631101 and 021631102
Source: Kimley-Horn and Associates, Inc. (Kimley-Horn). 2025. *Cultural Resources Inventory and Evaluation Report, Center Park Specific Plan Project, City of Ontario, San Bernardino County, California,* Table 5: List of Properties (Addresses and APNs) Identified within the Project site. (**Appendix B**)	

Evaluation Results

Review of the 2004 Historic Context

All 12 properties were evaluated for eligibility for listing in the CRHR. All but one property, 8185 Edison Ave (previously identified as 14117 Grove Ave), was evaluated for eligibility as a City of Ontario Historic Landmark, as this particular resource was previously determined eligible for designation by the City in

2014. Evaluations were conducted utilizing the existing Historic Context prepared by Galvin and Associates, Inc. in 2004, which identified nine (9) historic contexts of relevance:

1. Pre-1930: Rural Residential or Free-Grazing Dairy Properties
2. 1920-1940: Art Deco or Streamline Moderne Milk Parlors
3. 1930-1949: Dry Lot Dairying with Mechanization
4. Post-1950: Scientific, Large Capacity Dairies
5. No date specified: Dairy Support Industries or Other Commercial Properties
6. No date specified: Ranch Style Houses
7. No date specified: Craftsman Style Houses
8. No date specified: Buildings with Portuguese Design Influence, and
9. No date specified: Buildings with Dutch Design Influences

However, a review of the City's 2004 Historic Context by BCR Consulting, Inc. (BCR Consulting) in 2023 argued that actual construction of Streamline Moderne Milking Parlors did not take place within the Art Deco era of 1920-1940, but rather associated period of significance of 1940-1965. As such, evaluations for properties within the Project site were conducted with this later time period identified for Streamline Moderne Milk Parlors.

During review of the 2004 study for a nearby project in 2023, BCR Consulting identified issues with data availability within the historic context and argued that actual construction of Streamline Moderne Milking Parlors did not take place within the Art Deco era (1920-1940). Instead, their study resulted in the recordation and evaluation of this building type with an associated period of significance of 1940-1965.

2025 Historic Context

The City is currently undergoing an update to the 2004 Historic Context. Kimley-Horn reviewed the draft Historic Context for the City of Ontario dairy industry prepared by Urbana Preservation & Planning, LLC (Urbana) in 2025. This 2025 Historic Context serves as an update to the 2004 Historic Context, described above, and examined the same 8,200-acre area that makes up the NMC, now known as Ontario Ranch.

During the efforts made for the updated 2025 Historic Context, Urbana recognized a similar error in the 2004 study, though differently from BCR Consulting, concluded that both the Art Deco and Streamline Moderne styles were utilized from the 1920s through the 1960s. Additionally, Urbana's investigations identified inaccuracies with the year-built data utilized in the 2004 report, noting that many properties were developed later than what was recorded. As such, the 2025 Historic Context not only provides an updated historical narrative for the regional dairy industry but also includes necessary corrections to the prior context. In addition to updates to the historical context, the 2025 study included a large-scale survey of the Ontario Ranch area. The survey effort included recordation and evaluations of historic-era resources using the updated historic context, significant themes, and architectural styles. As a result of the survey, Urbana identified 12 potential historic properties within the current Project site that required further study.

One (1) of the identified properties, 8185 Edison Ave (previously identified as 14117 Grove Ave), was determined by the City's Historic Preservation Subcommittee to meet local landmark designation and Tier II criteria in November 2014. The property was subsequently listed in the Ontario Register and is therefore subject to requirements of the City's Historic Preservation Ordinance, including the acquisition of a Certificate of Appropriateness for demolition. The remaining two (2) properties (7587-7697 Edison Ave and 8335-8381 Edison Ave) have not yet been subject to this level of review, but have been formally evaluated and found to be eligible as a part of the 2025 survey effort. The complete results of evaluations conducted for each resource can be found in **Table 4.2-2: Summary of Resource Evaluations** below. Additionally, **Figure 4.2-1: Ontario Ranch Road Widening Cultural Resources Map** depicts the locations of the eligible historic resources relative to the planned Ontario Ranch Road widening.[5] As a result of resource evaluations, three of the identified resources are recommended eligible for listing the CRHR and/or for designation as a City of Ontario Historic Landmark and are considered historic resources under CEQA:

- 7587-7697 Edison Ave
- 8185 Edison Ave
- 8335-8381 Edison Ave

Table 4.2-2: Summary of Resource Evaluations

Addresses/Name *(APNs)*	Evaluation Summary
7587-7697 Edison Ave *(105337101, 105337102, and 105353101)*	The property as a whole is eligible under CRHR criterion 1 and local designation a. Individually, the Craftsman Bungalow and Ranch style residences are each eligible under CRHR criterion 3 and local designation d. The Ranch-style milk parlor is not individually eligible but remains a contributor to the eligibility of the whole property.
14213-14297, 14333-14353, 14450, and 14451 Bon View Ave *(105335101, 105335102, 105354101, 105354102, 105357101, and 105357102)*	The property is not eligible under any criteria for the CRHR or City of Ontario.
7914 Edison Ave *(105317101, 105332102, 105332103, and 105317106)*	The property is not eligible under any criteria for the CRHR or City of Ontario.
13715-13751 Grove Ave, 13817-13819 Grove Ave, 8270-8292 Edison Ave *(021631105, 021631104, 021631103, 021631102, 021631101, and 021631109)*	Only the Ranch Style properties that are outside of the Project site[1] are eligible under CRHR criterion 3 and local designation d. The Minimal Traditional residences within the Project site are not eligible under any criteria for the CRHR or City of Ontario.
8040 Schaefer Ave and 14050 Grove Ave *(105332101)*	The property is not eligible under any criteria for the CRHR or City of Ontario.

[5] The Ontario Ranch Road widening is currently listed in the City's Capital Improvement Program and the City's Master Street Plan (TOP 2050 Figure M-01 Roadway Classifications).

Addresses/Name *(APNs)*	Evaluation Summary
8061 Edison Ave *(105333101, 105333102, 105333103, 105333104, 105334101, and 105334102)*	The property is not eligible under any criteria for the CRHR or City of Ontario.
7721-7891 Edison Ave *(105336101, 105336102, and 105336103)*	The property is not eligible under any criteria for the CRHR or City of Ontario.
8185 Edison Ave *(021632103)*	The Ranch Style residence and Streamline Moderne milk parlor are each eligible under CRHR criterion 3 and local designation d. The Minimal Traditional dwelling is not eligible. The City's Historic Preservation Subcommittee determined the property (identified as 14117 Grove Ave) met local landmark designation and **Tier II** criteria in November 2014.
8311 Edison Ave *(021632108)*	The property is not eligible under any criteria for the CRHR or City of Ontario.
8335-8381 Edison Ave *(021632201, 021632202, 021632203, and 021632204)*	The Craftsman Bungalow style residence is eligible under CRHR criterion 3 and local designation d. The Ranch-style milk parlor is not eligible.
8485 Edison Ave and 14350 Walker Ave *(021632205 and 021632210)*	The property is not eligible under any criteria for the CRHR or City of Ontario.
14049 Grove Ave *(021631101 and 021631102)*	The property is not eligible under any criteria for the CRHR or City of Ontario.
[1] The Project site consists of partial parcels comprising the vacant portions of the former dairy operation.	
Source: Kimley-Horn and Associates, Inc. (Kimley-Horn). 2025. *Cultural Resources Inventory and Evaluation Report, Center Park Specific Plan Project, City of Ontario, San Bernardino County, California,* Table 6: Summary of Resource Evaluations. (**Appendix B**)	

Historic Resources Tiering

As a result of eligibility evaluations, described above, three of the identified resources (7587-7697 Edison Ave, 8185 Edison Ave, and 8335-8381 Edison Ave) are recommended eligible for listing the CRHR and designation as a City of Ontario Historic Landmark, and are considered historical resources under CEQA with the potential to be impacted by the Project. One of these properties, 8185 Edison Ave (previously identified as 14117 Grove Ave) was determined by the City's Historic Preservation Subcommittee to meet local landmark designation and Tier II criteria in November 2014. The property was subsequently listed in the Ontario Register and is therefore subject to requirements of the City's Historic Preservation Ordinance, including the acquisition of a Certificate of Appropriateness for demolition. The remaining two properties (7587-7697 Edison Ave and 8335-8381 Edison Ave) have not yet been subject to this level of review. However, per the City's process, these properties are not subject to Tier determinations, as they have been identified and evaluated as a part of the 2025 survey effort and are not listed in the City's historic inventory. As such, while the City's Historic Preservation Subcommittee maintains authority to make tiering determinations for resources, lacking such a determination for the remaining two properties (7587-7697 Edison Ave and 8335-8381 Edison Ave), the mitigation fee for these historic resources that

are not listed in the Ontario Register shall be determined by the level of historic integrity. Moderate-level integrity shall be 10 percent and high-level integrity shall be 20 percent of the price per square foot construction cost as established in the most current International Code Council Building Valuation Data.

Approach To Analysis

This analysis of impacts on historic resources examines the Project's temporary (i.e., construction) and permanent (i.e., operational) effects based on application of the significance criteria/thresholds outlined above. Each criterion is discussed in the context of the Project site and the surrounding characteristics/ geography. The impact conclusions consider the potential for changes in environmental conditions, as well as compliance with the regulatory framework enacted to protect the environment.

The baseline conditions and impact analyses are based on field observations, review of Project maps and drawings; analysis of aerial and ground-level photographs; and review of various data available in public records, including local planning documents. The determination that any components of the Project may result in "significant" adverse effects on historical and archaeological resources and human remains considers the existing site's historic resource value and the severity of the Project implementation on resources that may be considered historic.

Legend

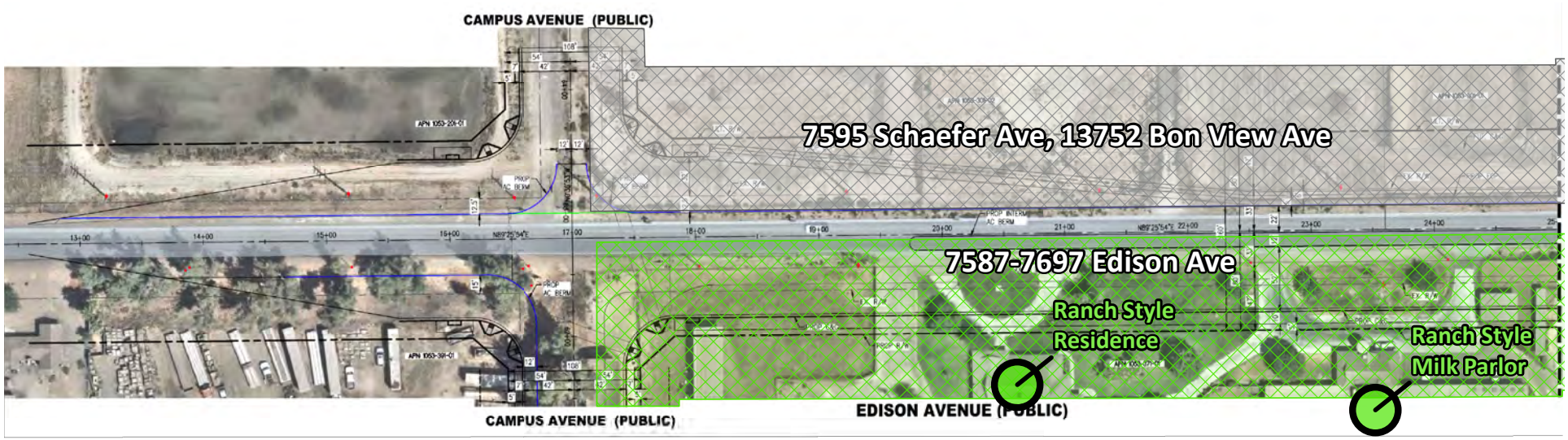
Eligible Buildings

Historic Resources

Excluded - No Historic Structures in Project Site

Not Eligible or Contains No Eligible Structures in the Project Site

Eligible and Contains Eligible Structures in the Project Site



Sources: West Land Group, Inc., 2024; and Kimley-Horn and Associates, Inc., 2025.

Figure 4.2-1: Ontario Ranch Road Widening, Historic Resources Map
CenterPark Specific Plan, City of Ontario

Not to scale

Legend

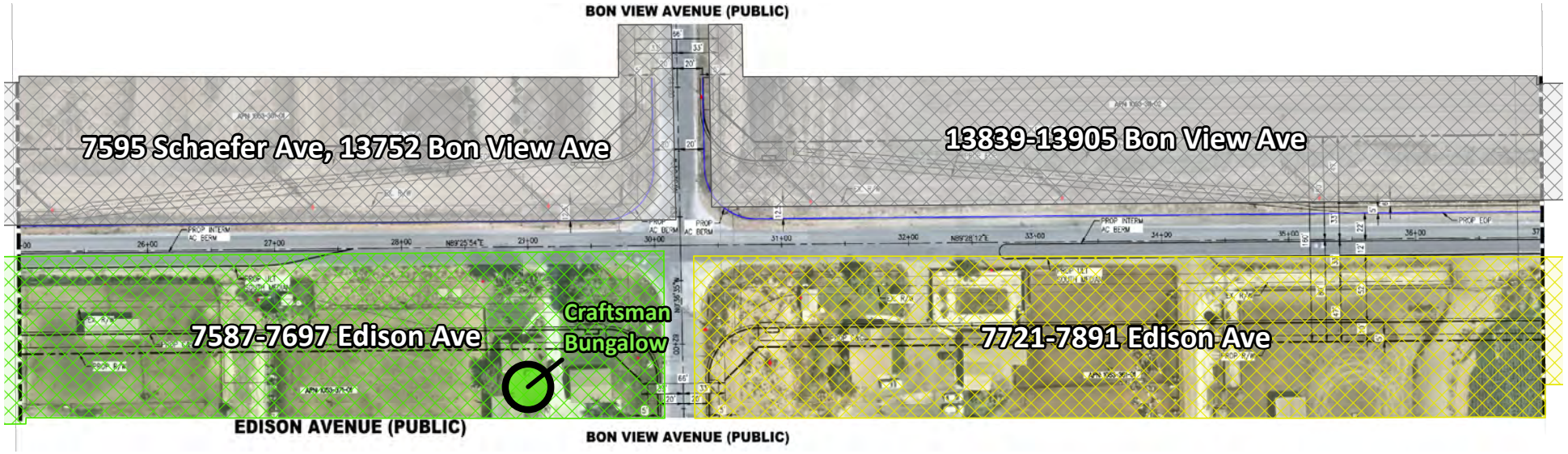
Eligible Buildings

Historic Resources

Excluded - No Historic Structures in Project Site

Not Eligible or Contains No Eligible Structures in the Project Site

Eligible and Contains Eligible Structures in the Project Site



Sources: West Land Group, Inc., 2024; and Kimley-Horn and Associates, Inc., 2025.

Figure 4.2-1: Ontario Ranch Road Widening, Historic Resources Map
CenterPark Specific Plan, City of Ontario

Not to scale

Legend

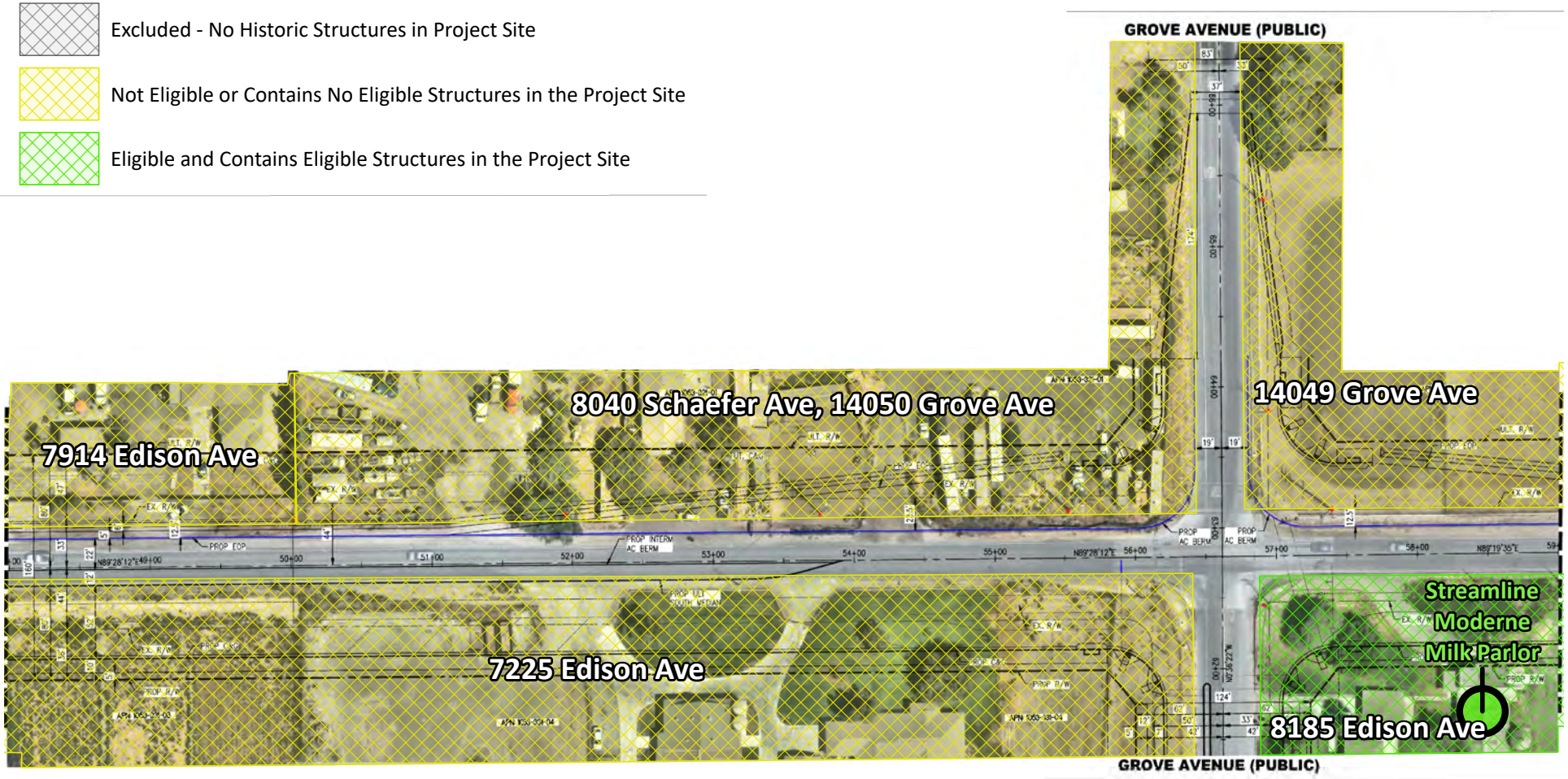
Eligible Buildings

Historic Resources

Excluded - No Historic Structures in Project Site

Not Eligible or Contains No Eligible Structures in the Project Site

Eligible and Contains Eligible Structures in the Project Site



Sources: West Land Group, Inc., 2024; and Kimley-Horn and Associates, Inc., 2025.

Figure 4.2-1: Ontario Ranch Road Widening, Historic Resources Map
CenterPark Specific Plan, City of Ontario

Not to scale

Legend

Eligible Buildings

Historic Resources

Excluded - No Historic Structures in Project Site

Not Eligible or Contains No Eligible Structures in the Project Site

Eligible and Contains Eligible Structures in the Project Site

Sources: West Land Group, Inc., 2024; and Kimley-Horn and Associates, Inc., 2025.

Figure 4.2-1: Ontario Ranch Road Widening, Historic Resources Map
CenterPark Specific Plan, City of Ontario

Not to scale

Legend

Eligible Buildings

Historic Resources

Excluded - No Historic Structures in Project Site

Not Eligible or Contains No Eligible Structures in the Project Site

Eligible and Contains Eligible Structures in the Project Site

Sources: West Land Group, Inc., 2024; and Kimley-Horn and Associates, Inc., 2025.

Figure 4.2-1: Ontario Ranch Road Widening, Historic Resources Map
CenterPark Specific Plan, City of Ontario

Not to scale

4.2.5 Plans, Programs, and Policies

Only the following plans, programs, and policies (PPP) are applicable to the Project:

PPP CUL-1 Cultural and paleontological resources are recognized as nonrenewable resources and receive protection under the PRC and CEQA.

4.2.6 Impacts and Mitigation Measures

Impact 4.2-1 Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Level of Significance: Significant and Unavoidable

Under CEQA, a project has a significant impact on a historical resource if it "would result in the physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resources would be materially impaired" (State CEQA Guidelines Section 15064.5[b][1]). Material impairment would occur if the Project would result in demolition or material alteration of those physical characteristics that convey the resource's historical significance (State CEQA Guidelines Section 15064.5[b][2]).

Kimley-Horn conducted a Cultural Resources Report for the Project, provided as **Appendix B**. The Cultural Resources Report prepared for the Project identified 12 historical resources associated with early-to-mid 20th century dairy farming. The resources consist entirely of historic-period dairy farms with associated milk parlors, residential buildings, and/or ancillary structures. The study evaluated the 12 cultural resources to identify their association with and the applicability of previously identified historic contexts, as well as their potential eligibility for listing in the CRHR and/or designation as City of Ontario Historic Landmark. As a result of those efforts, three of the identified resources are recommended eligible for listing the CRHR and/or for designation as a City of Ontario Historic Landmark and are considered historic resources under CEQA. Properties with buildings and/or structures that have been surveyed and determined to meet local and state designation criteria, will be considered for adaptive reuse, relocation or other mitigation measures as required by the City of Ontario Historic Preservation Commission. As such, mitigation is recommended to reduce impacts to these resources. Additionally, the Relocation Feasibility Study, provided as **Appendix B**, concluded the following with respect to the three eligible resources, depicted by **Figure 4.2-1**:

- **7587-7697 Edison Ave.** The milk parlor at 7587-7697 Edison Ave can be feasibly relocated in part. Relocation is limited to the front portion of the building. However, the front portion may require repairs, as the wood framing is sagging due to weather and water damage. It is not feasible to relocate the back portion of the building in its current condition. The nature of the concrete construction indicates relocation would be damaging. However, the structure may be relocated if it is first disassembled and then reassembled at the new location.
- **8185 Edison Ave.** The Streamline Moderne Milk Parlor at 8185 Edison Ave, a local Tier II Historic Resource, can be feasibly relocated in part. Relocation is limited to the front portion of the building. The wooden trusses in the back are in poor condition and show evidence of prior repair efforts. It is not feasible to relocate the back portion of the building in its current condition.

- **8335-8381 Edison Ave.** The Craftsman Bungalow at 8335-8381 Edison Ave can be feasibly relocated in its entirety, excluding crawl space framings and foundations.

Pursuant to the City's Adaptive Reuse Plan for historic buildings, the potential may exist for historic resources identified within areas designated for commercial or mixed-use commercial development to be adapted for commercial purposes. Additionally, historic structures located in areas designated by the City for residential use can be adapted into community facilities serving the surrounding residential neighborhoods. The applicability of the City's Adaptive Reuse Plan for the three eligible resources is discussed below. Should the historic resources be deemed ineligible for adaptive reuse, every effort shall be made to relocate the historic resources pursuant to **MM CUL-4**, discussed in further detail below.

- **7587-7697 Edison Ave.** The milk parlor at 7587-7697 Edison Ave is located within an area designated by the City for medium-density residential development. While the medium-density residential designation offers limited opportunities for the adaptive reuse of this historic resource, departures from certain development standards may be waived to encourage adaptive reuse of qualified historic buildings pursuant to, and in accord with, the provisions of Section 4.03.010 of the City's Development Code. According to the City's Adaptive Reuse Plan, the use or occupancy type of the eligible historic building shall be allowed to be changed as part of an adaptive reuse project without conforming to all requirements of Title 8, Building Regulations, and Title 4, Chapter 4, Fire Code of the City of Ontario Municipal Code provided the new or proposed occupancy is equally or less hazardous, based on life and fire risk, than the existing use (civic assembly facilities are otherwise not permitted within residential zoning districts, pursuant to the City's Development Code Section 5.02.101). However, due to the small size (approximately 960 square feet) of the front, enclosed portion of the milk parlor and its documented condition according to the Relocation Feasibility Study (i.e., damaged wood framing), it is considered unsuitable to reuse as a community facility to serve the Project's residential uses. The back portion of the structure (approximately 6,000 square feet), was historically used as animal stalls and occupied by equipment for milking operations. This back portion is an open-air concrete structure composed of steel support beams/columns, concrete walls (potentially tilt-up), and concrete roof slabs. The west side of the building is open while the east side has a solid wall. Therefore, due to its composition, historic use, and condition, the back portion of the structure would not feasibly be adapted for residential or civic use without extensive modification; refer to **Appendix B** for more information on building condition.
- **8185 Edison Ave.** The Streamline Moderne Milk Parlor at 8185 Edison Ave, a local Tier II Historic Resource, is located within an area designated by the City for mixed-use development. While options exist to adapt the milk parlor at 8185 Edison Ave for the surrounding mixed-use development, the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, is proposed for relocation pursuant to **MM CUL-3**, discussed in detail below.
- **8335-8381 Edison Ave.** The Craftsman Bungalow at 8335-8381 Edison Ave, a two-story single-family residence, is located within an area designated by the City for medium-density residential development. The Craftsman Bungalow fronts Edison Avenue/Ontario Ranch Road, which is planned to be improved as an eight-lane arterial road with a 160 ft. right-of-way. As a result, the Craftsman Bungalow is oriented away from the future residential neighborhoods and positioned along their outer edge. Further, its architectural style would lack cohesion with the character and

style of the proposed residential buildings. Lastly, the small size of the Craftsman Bungalow makes it unsuitable for reuse as a community facility to serve the Project's residential uses.

To reduce impacts to historic resources, **MM CUL-1** through **MM CUL-8** would apply. **MM CUL-2** would require that, prior to the issuance of a building permit for demolition of any historic resources pursuant to **MM CUL-1**, adequate documentation, including but not limited to as-built drawings with site plan, floor plan, exterior elevations, and details for any identified significant/character defining feature, historical narrative, and photographs of the three historical resources subject properties, be submitted to the City Planning Department for approval and publication. Additionally, **MM CUL-3** requires that, prior to the issuance of a grading or demolition building permit for the property addressed to 8185 Edison Avenue, a relocation plan for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, identified as feasible for relocation shall be submitted to the City. The relocation plan shall identify the receiver site in the Grand Park Phase 1 development or alternate suitable location, as well as a relocation schedule and any protective measures to ensure minimal impact to the resource during relocation efforts. Additionally, pursuant to **MM CUL-4**, every effort shall be made to relocate the historic resources, except for the Streamline Moderne Milk Parlor, a local Tier II Historic Resources addressed to 8185 Edison Avenue. The structures shall be offered at no cost for those who can relocate off-site; and advertisements notifying the public of the opportunity to relocate the buildings would be placed on-site with temporary signage, in at least three local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards (realtor's offices, local business), for a minimum of 30 days. Pursuant to Ontario Development Code Section 7.01.030, a mitigation fee would be paid to the City Planning Department prior to the issuance of building permits for demolition of any of the identified historical resources for which relocation was determined by the City to be infeasible (**MM CUL-5**). According to **MM CUL-6**, prior to issuance of a building permit for demolition of any of the three significant historic resources, and within 120 days of Project approval, a determination shall be made by the Planning Department whether items within or on the historic properties should be salvaged. Additionally, pursuant to **MM CUL-7**, should 8185 Edison Ave be subject to demolition, and prior to issuance of a building permit for demolition of the resource, which is listed in the City's Historic Resources Inventory, the applicant shall apply for a Certificate of Appropriateness and approval of a Demolition approval by the Historic Preservation Subcommittee prior to demolition pursuant to the Ontario Development Code Section 4.02.050 and **MM CUL-6**. A Certificate of Appropriateness shall not be issued for the demolition of the resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction. **MM CUL-8** requires that, prior to the issuance of a Certificate of Final Occupancy for the first building constructed within the Project site, enhancements to the Ontario Dairy Industry microdocumentary that features the operations of a functioning dairy located within the Ontario Ranch area shall be made.

With these mitigation measures in place, impacts to historical resources as a result of the Project would be substantially reduced. However, given that the resources would be either relocated or, if relocation proves infeasible, demolished, impacts to these resources remains significant.

Mitigation Measures

MM CUL-1 The applicant shall obtain a building permit prior to any demolition, relocation, or alteration of any significant historic resource.

MM CUL-2 Prior to issuance of a building permit for demolition of any significant historical resources and within 120 days of project approval, a Historic American Buildings Survey (HABS) or an Historic American Engineering Record (HAER) documentation in accord with the City's HABS/HAER Checklist Level 2, including but not limited to as built drawings with site plan, floor plan, exterior elevations, and details for any identified significant/character defining feature, historical narrative, and photographs of the three (3) historical resources subject properties, shall be submitted to the Planning Department for review, approval, and subsequent release to the Ovitt Family Community Library, Model Colony History Room. Digital files and 2 printed copies are required (one archival and one non-archival).

MM CUL-3 Prior to issuance of a grading or demolition building permit for the property addressed to 8185 Edison Avenue, a relocation plan for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, shall be submitted to the City. The plan shall identify the receiver site in the Grand Park Phase 1 development or alternate suitable location, as well as a relocation schedule and any protective measures to ensure minimal impact to the resource during relocation efforts. The Applicant shall be responsible for the relocation to the receiver site and securing the building to its foundation. Issuance of a Certificate of Appropriateness by the Historic Preservation Subcommittee (or Historic Preservation Commission) shall be required for the relocation plan.

MM CUL-4 Prior to issuance of a building permit for demolition or grading, every effort shall be made to relocate the historic resources, except for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource addressed to 8185 Edison Avenue. The structures shall be offered at no cost for those who can relocate the structures off site. Advertisements notifying the public of the opportunity to relocate the structures shall be placed for a minimum of 30 days: on-site with temporary signage, in at least 3 local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards (realtor's offices, local business). A social media campaign, posted on the developer's website or on a local non-profit heritage site, including a dedicated web page with the structures' information (description, square footage, photographs) and contact information should be incorporated into the relocation advertisement.

MM CUL-5 A mitigation fee pursuant to Section 7.01.030 of the Ontario Development Code shall be paid to the Planning Department prior to issuance of building permit for grading the site or for demolition of any of the identified significant historical resources for which relocation was determined by the City to be infeasible. Mitigation fee is equal to 30% of the price per square foot construction cost as established in the most current International Code Council Building Valuation Data. The fee amount will be provided by the Planning Department at the time of payment. Funds will be deposited into the City's Historic Preservation Trust Fund.

MM CUL-6 Prior to issuance of a building permit of any of the three (3) significant historical resources identified in the Focused EIR and within 120 days of project approval, a determination shall be made by the Planning Department whether items within or on the historic properties should be salvaged. The applicant shall be responsible for the removal, relocation, storage, and donation of such items selected for salvaging. An inventory of salvaged items shall be

provided by the applicant and shall include a list of each item name, description, and dimension (as necessary), and the location of each item on a floor plan to the Planning Department prior to the issuance of building permit.

MM CUL-7 Should the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, addressed to 8185 Edison Avenue be proposed for demolition, and prior to issuance of a building permit for demolition of the resource issuance of a Certificate of Appropriateness and approval of a Demolition application by the Historic Preservation Commission or Historic Preservation Subcommittee pursuant to the Ontario Development Code, Section 4.02.050, shall be required. A Certificate of Appropriateness shall not be issued for the demolition of the resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction.

MM CUL-8 Prior to issuance of a Certificate of Final Occupancy for the first building constructed within the Project site, enhancements to the Ontario Dairy Industry microdocumentary that features the operations of a functioning dairy located within the Ontario Ranch area focusing on the dairy history, themes, site, buildings, and stories gathered from new and archived oral interviews, dairy context and recent dairy surveys, shall be made. The Applicant will be responsible for producing additional field work to gather drone video footage of new development on former dairy lands, conduct a minimum of 2 oral interviews of city representatives, and make certain edits to incorporate the new material. Final deliverables include: 1) full length microdocumentary (approx. 30 minutes); 2) transcriptions of the 4 stakeholder interviews; and 3) separate videos of the 4 stakeholder interviews and will be submitted to the Planning Department for review and acceptance.

4.2.7 Cumulative Impacts

A project's cumulative impact is "an impact to which that project contributes and to which other projects contribute as well. The Project must make some contribution to the impact; otherwise, it cannot be characterized as a cumulative impact of that project" (Sierra Club v. West Side Irrigation Dist. [2005] 128 Cal.App.4th 690, 700.). State CEQA Guidelines Section 15355 provides the following definition of cumulative impacts:

"Cumulative impacts" refer to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts.

a. The individual effects may be changes resulting from a single project or a number of separate projects.

b. The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.

State CEQA Guidelines Section 15130(a) further addresses the discussion of cumulative impacts, as follows:

1. As defined in Section 15355, a cumulative impact consists of an impact which is created as a result of the combination of the project evaluated in the EIR together with other projects causing related impacts. An EIR should not discuss impacts which do not result in part from the project evaluated in the EIR.
2. When the combined cumulative impact associated with the project's incremental effect and the effects of other projects is not significant, the EIR shall briefly indicate why the cumulative impact is not significant and is not discussed in further detail in the EIR. A lead agency shall identify facts and analysis supporting the lead agency's conclusion that the cumulative impact is less than significant.
3. An EIR may determine that a project's contribution to a significant cumulative impact will be rendered less than cumulatively considerable and thus is not significant. A project's contribution is less than cumulatively considerable if the project is required to implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact. The lead agency shall identify facts and analysis supporting its conclusion that the contribution will be rendered less than cumulatively considerable.

Pursuant to State CEQA Guidelines Section 15130(b), the discussion of cumulative impacts shall be guided by the standards of practicality and reasonableness, and should include the following elements:

1. Either:
   (A) A list of past, present, and probable future projects producing related or cumulative impacts, including, if necessary, those projects outside the control of the Agency, or
   (B) A summary of projections contained in an adopted local, regional or statewide plan, or related planning document, that describes or evaluates conditions contributing to the cumulative effect. Such plans may include: a general plan, regional transportation plan, or plans for the reduction of greenhouse gas emissions. A summary of projections may also be contained in an adopted or certified prior environmental document for such a plan. Such projects may be supplemented with additional information such as a regional modeling program. Any such document shall be referenced and made available to the public at a location specified by the lead agency.
2. When utilizing a list, as suggested in paragraph (1) of subdivision (b), factors to consider when determining whether to include a related project should include the nature of each environmental resource being examined, the location of the project and its type. Location may be important, for example, when water quality impacts are at issue since projects outside the watershed would probably not contribute to a cumulative effect. Project type may be important, for example, when the impact is specialized, such as a particular air pollutant or mode of traffic.
3. Lead agencies should define the geographic scope of the area affected by the cumulative effect and provide a reasonable explanation for the geographic limitation used.

4. A summary of the expected environmental effects to be produced by those projects with specific reference to additional information stating where that information is available.
5. A reasonable analysis of the cumulative impacts of the relevant projects, including examination of reasonable, feasible options for mitigating or avoiding the project's contribution to any significant cumulative effects."

Impacts to historic resources are typically site specific and generally do not combine to result in cumulative impacts. Additionally, the Project site is not located in an area designated as a "Historic District" by the City.[6] However, the Project site is within an area designated by the City as having a singular Historic Context related to the early-to-mid 20th century dairy farming industry. Specifically, the Project site is located within the Ontario Ranch area, formerly known as New Model Colony, an 8,200-acre portion of the former San Bernardino County Agricultural Preserve annexed by the City in 1999. In 2004, the City prepared an inventory of all historic-era properties within the Ontario Ranch area and approved a Historic Context that identified time periods and architectural styles that are historically and culturally significant within the Ontario Ranch area.[7] The agricultural properties within the Ontario Ranch area have a shared history and consistent architectural themes. Therefore, the City recognizes that the historical resources within the Project site exist in a broader historical context that is not site-specific. As discussed in **Section 4.2.6: Impacts and Mitigation Measures**, above, Tier II historic resources were identified within the Project site. As discussed in the Project's *CEQA Guidelines Section 15183 Consistency Analysis*, the TOP EIR did not explicitly analyze impacts to Tier II resources and instead deferred to the City's process for identifying and mitigating impacts. Additionally, the planned Ontario Ranch Road widening, as shown in TOP 2050, would expand the right-of-way of Edison Ranch/Ontario Ranch Road, which traverses the Project site in a north-south direction. The widening of this roadway has the potential to negatively affect eligible historic buildings and properties and is cumulatively considerable, in combination with the Project, with respect to historic resources. That is, vibrations from construction (e.g., grading, excavation, drilling, auguring, use and movement of heavy equipment, and other construction activities to remove the existing sidewalk and construct sidewalk, curb, and other roadway infrastructure) could physically impact historic resources given the proximity of this work to eligible historic buildings adjacent to Edison Ranch/Ontario Ranch Road. Additionally, the integrity of the setting around these historic resources (i.e., historic dairy farm/agriculture uses associated with the structures that lend itself to the historic significance of these resources) may be compromised by the Ontario Ranch Road widening. As depicted on **Figure 4.2-1**, the road widening would require the City to approve the modification/demolition/relocation of at least one of the historic buildings (Craftsman Bungalow) within 7587-7697 Edison Ave, as well as the historic Streamline Modern Milk Parlor within 8185 Edison Ave. Consequently, the Project includes mitigation measures to ensure proper identification, treatment, and preservation of historic resources within the Project site. While implementation of **MM CUL-1** through **MM CUL-8** would reduce Project-specific impacts to the extent feasible, Project-specific impacts to historic resources would remain significant and unavoidable.

[6] City of Ontario. 2022. *The Ontario Plan 2050 Supplemental EIR, Section 5.5, Cultural Resources.* https://www.ontarioca.gov/government/community-development/planning/ontario-plan#environmental-impact-report. (accessed June 2025).

[7] Galvin and Associates. 2004. *The City of Ontario's Historic Context for the New Model Colony Area*. Prepared for City of Ontario Planning Department.

Other projects within the historic resources cumulative study area, defined as the Ontario Ranch area, also have the potential to result in damage and/or loss to these resources. The combination of the Project as well as past, present, and reasonably foreseeable projects in the City and County would be required to comply with all applicable state, federal, County, and local regulations concerning preservation, salvage, or handling of cultural resources, including compliance with required mitigation. Similar to the Project, these projects also would be required to implement and conform to mitigation measures where determined by the City to avoid, minimize or offset impacts to significant historic resources. Additionally, historic resources investigations would be required for other projects before the City of Ontario would permit ground disturbances or demolition or substantial alteration of existing structures. Such investigations would identify resources that are or appear to be eligible for listing on the NRHP or CRHR. Such investigations would also recommend mitigation measures to protect and preserve historic resources. However, as discussed above, other projects have the potential to impact Tier II historic resources not analyzed by the TOP EIR. Therefore, in concert with other cumulative projects, the Project represents a potentially cumulatively considerable impact to historic resources. These Project-related contribution to significant historic resource impacts has been mitigated to the extent feasible.

This Focused EIR has incorporated, by reference, the TOP EIR (State Clearinghouse No. 2021070364), which address cumulative impacts from City buildout. The TOP EIR determined that buildout of TOP 2050 would not have significant impacts to cultural resources through the implementation of proposed general plan policies and TOP EIR mitigation measures that would reduce impacts to less than significant levels for each impact threshold. The cumulative effects resulting from buildout of TOP 2050 were previously identified in the TOP EIR. The TOP EIR concluded that impacts to historical resources categorized under Chapter 4 of the City's Development Code as Tier III could potentially be impacted with implementation of TOP 2050 and would be potentially significant; and therefore, cumulatively considerable. It should be noted that the TOP EIR did not explicitly analyze impacts to Tier II resources and instead deferred to the City's process for identifying and mitigating impacts. The type, scale, and location of the Project is consistent with TOP 2050 land use and zoning designation and is compatible with the pattern of development that has been approved for adjacent properties. Considering this consistency, the potential cumulative environmental effects of the Project would fall within the impacts identified in the TOP EIR.

Therefore, in consideration of the Project's significant and unavoidable impacts to Tier II historic resources, the Project would be cumulatively considerable.

4.2.8 Significant and Unavoidable Impacts

Even with implementation of regulatory requirements and implementation of reasonable and feasible mitigation measures, the Project would result in unavoidable significant impacts with respect to historic resources (Impact 4.2-1).

4.2.9 References

City of Ontario. 2022. *The Ontario Plan 2050 Supplemental EIR.* https://www.ontarioca.gov/government/community-development/planning/ontario-plan#environmental-impact-report. (accessed June 2025).

City of Ontario. 2022. *The Ontario Plan 2050, Community Design Element.* https://www.ontarioca.gov/government/community-development/planning/ontario-plan/ontario-plan-policy-plan/community-design. (accessed December 2025).

City of Ontario. 2024. Development Code, Chapter 7.0: Historic Preservation. https://content.ontarioca.gov/sites/default/files/2025-01/Chapter%207%200%20-%20Historic%20Preservation_Rev%2012-03-2024.pdf. (accessed June 2025).

Galvin and Associates. 2004. *The City of Ontario's Historic Context for the New Model Colony Area. Prepared for City of Ontario Planning Department*. (accessed June 2025).

Kimley-Horn and Associates, Inc. 2025. *Cultural Resources Inventory and Evaluation Report, Center Park Specific Plan Project, City of Ontario, San Bernardino County, California*. (**Appendix B**)

State of California. ND. *Health and Safety Code, Division 13 – Part 2.7, Sections 18950 to 18962 of the California Historic Building Code.* https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=13.&title=&part=2.7.&chapter=&article=. (accessed June 2025).

5.0 OTHER CEQA CONSIDERATIONS

This section of the Draft Focused Environmental Impact Report (EIR) provides a discussion of additional CEQA impact considerations, including Significant Irreversible Environmental Changes, Growth-inducing Impacts, and Mandatory Findings of Significance.

5.1 CEQA Requirements

Section 15126 of the State CEQA Guidelines requires that all phases of a project must be considered when evaluating its impact on the environment, including planning, acquisition, construction, and operation. Further, the evaluation of significant impacts must consider direct and reasonably foreseeable indirect effects of the project over the short-term and long-term. As part of this analysis, the EIR must identify, to the extent relevant, (1) significant environmental effects of the proposed project, (2) mitigation measures proposed to minimize significant effects, (3) significant environmental effects that cannot be avoided if the proposed project is implemented, (4) significant irreversible environmental changes that would result from implementation of the proposed project, (5) growth-inducing impacts of the proposed project, and (6) alternatives to the proposed project.

Section 4.0: Environmental Impact Analysis and specifically **Section 4.1: Biological Resources** and **Section 4.2: Historic Resources** present the Project's environmental effects to this resource area, proposed mitigation measures, and conclusions regarding the level of significance of each impact both before and after mitigation. The balance of the environmental analysis for other environmental resource areas is contained in the *CEQA Guidelines Section 15183 Consistency Analysis* prepared for the Project, provided as **Appendix F: CEQA Guidelines Section 15183 Consistency Analysis**. Like the analysis on Biological Resources and Historic Resources, impacts to these resources were evaluated based on the CEQA Appendix G Checklist. It was determined there would be no impact, impacts would be less than significant, or impacts could be mitigated to less than significant; and therefore, these resources were not required to be evaluated as part of the EIR.

Chapter 6.0: Alternatives, presents a comparative analysis of alternatives to the Project. The other CEQA-required analyses described above are presented below.

5.2 Significant and Irreversible Environmental Changes

With the exception of biological resources and historic resources, the Project is consistent with the analysis performed for the TOP 2050 Supplemental EIR (TOP EIR). A comprehensive environmental evaluation has been completed for the Project as documented in the Project's *CEQA Guidelines Section 15183 Consistency Analysis*.

Section 15126.2(c) of the State CEQA Guidelines requires that an EIR describe any significant irreversible environmental changes that would be caused by the proposed project should it be implemented. Specifically, the State CEQA Guidelines state:

> *"Uses of nonrenewable resources during the initial and continued phases of the project may be Primary impacts and, particularly, secondary impacts (such as highways*

> *improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified."*

Generally, a project would result in significant irreversible environmental changes if:

- The primary and secondary impacts would generally commit future generations to similar uses;
- The project would involve a large commitment of nonrenewable resources;
- The project would involve uses in which irreversible damage could result from any potential environmental accidents associated with the project; or
- The proposed irretrievable commitments of nonrenewable resources are not justified (e.g., the project involves the wasteful use of energy).

In the case of the proposed CenterPark Specific Plan Project (Project), its implementation would involve a land use, development, and implementation framework to support up to a maximum build-out of up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across low, low-medium, and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses, and associated on-site and off-site infrastructure improvements within the City of Ontario (City). According to the Project's *CEQA Guidelines Section 15183 Consistency Analysis*, significant irreversible changes that would be caused by implementation of the Project would be:

- Construction activities that would entail the commitment of nonrenewable and/or slowly renewable energy resources; human resources; and natural resources such as lumber and other forest products, sand and gravel, asphalt, steel, copper, lead, other metals, water, and fossil fuels.
- Operation that would require the use of natural gas and electricity, petroleum-based fuels, fossil fuels, and water. The commitment of resources required for the operation of the Project would limit the availability of such resources for future generations or for other uses during the life of the Project.
    - Increased traffic on area roadways;
    - Emissions of air pollutants associated with operations; and
    - Consumption of non-renewable energy associated with operation of the Project due to the use of automobiles, lighting, heating and cooling systems, and appliances.
- An increased commitment of social services and public maintenance services (e.g., police, fire, sewer, and water services) would also be required. The energy and social service commitments would be long-term obligations in view of the low likelihood of returning the land to its original condition once it has been developed.
- Employment growth related to Project implementation would increase vehicle trips over the long term. Emissions associated with such vehicle trips would continue to contribute to the South Coast Air Basin's (SCAB) nonattainment designations for ozone, particulate matter (PM_{10} and $PM_{2.5}$), under the California and National Ambient Air Quality Standards (CAAQS and NAAQS, respectively), and nonattainment for nitrogen dioxide (NO_2) under the CAAQS.

Given the low likelihood that the land would revert to lower intensity uses or to its current form, the Project would generally commit future generations to these environmental changes. However, as discussed in **Section 3.0: Project Description**, the Project is committed to sustainable design strategies that integrate principles of environmental stewardship into the design and construction process. Appropriate strategies would be determined for each phase of the Project. Strategies include, but are not limited to:

Sustainable Construction & Technology Concepts

- Design and construct energy-efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.
- Employ passive design including skylights, building orientation, landscaping, and strategic colors to improve building energy performance.
- Reduce the heat island effect by providing shade structures and trees that produce large canopies. In addition, choose roof and paving materials that possess a high level of solar reflectivity.
- Use recycled and other environmentally-friendly building materials wherever possible.
- Use energy-efficient light-emitting diode (LED) (or similar) products.
- Use drought-tolerant landscaping with drip irrigation and include plantings such as trees, shrubs, groundcovers and/or vines. Optional amenities include benches, trellises, thematic fencing, and decorative walkways.

Water Quality

- Utilize landscape areas including retention/infiltration swales and basins, or employ bio-treatment when infiltration is infeasible, as required by the San Bernardino County Municipal Separate Storm Sewer System Permit and Water Quality Management Plan.
- Select native and drought-tolerant plants to reduce water demand.
- Use recycled water to irrigate landscape areas and for other appropriate uses. The use of recycled water for certain purposes is required by the City Recycled Water Master Plan.

The commitment of resources to the Project is not unusual or inconsistent with projects of this type and scope. However, once these commitments are made, it is improbable that the Project area would revert back to its current condition. Thus, the Project would result in significant irreversible changes to the environment throughout the lifespan of the structures.

5.3 Growth Inducing Impacts

With the exception of biological resources and historic resources, the Project is consistent with the analysis performed for the TOP EIR. Further, the TOP EIR adequately anticipated and described the impacts of the Project, identified applicable mitigation measures necessary to reduce Project specific impacts, and the Project implements these mitigation measures, with the exception of Project impacts to biological resources and historic resources, which remains significant despite the implementation of mitigation measures.

A comprehensive environmental evaluation has been completed for the Project as documented in the Project's *CEQA Guidelines Section 15183 Consistency Analysis*. This evaluation concludes that the Project requires additional environmental review because Tier II historic resources were identified within the Project site and, impacts to Tier II historic resources were not explicitly analyzed within the TOP 2050 Supplemental EIR. Therefore, while the Project is consistent with the development density and use characteristics established by TOP 2050, as analyzed by the TOP EIR (SCH # 2021070364, certified August 2022), and all required findings, with the exception of findings related to biological resources and historic resources, can be made. Consequently, a Focused EIR will be required for those Project impacts that were not adequately addressed in the TOP EIR.

Pursuant to Sections 15126(d) and 15126.2(d) of the CEQA Guidelines, this section is provided to examine ways in which the Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. To address this issue, potential growth-inducing effects will be examined through analysis of the following questions:

- Would this project remove obstacles to growth, e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development?
- Would this project result in the need to expand one or more public services to maintain desired levels of service?
- Would this project encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?
- Would approval of this project involve some precedent-setting action that could encourage and facilitate other activities that could significantly affect the environment?

Please note that growth-inducing effects are not to be construed as necessarily beneficial, detrimental, or of little significance to the environment. This issue is presented to provide additional information on ways in which this Project could contribute to significant changes in the environment, beyond the direct consequences of developing the land use concept examined in the preceding sections of this Draft Focused EIR.

1. Would this project remove obstacles to growth, e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development?

The removal of a physical obstacle to growth, such as the construction or extension of major infrastructure facilities that are not presently in the area, would be considered a potentially growth inducing impact. As discussed in **Section 3.0**, the Project would include various new infrastructure improvements on-site and off-site, including water, wastewater, storm drain facilities, roadway improvements, and dry utilities (natural gas, electricity, telecommunications).

Implementation of the Project would require the construction and improvement of roadways and extension of major infrastructure into areas off-site that would facilitate additional planned growth, consistent with The Ontario Plan (TOP) 2050. Although the infrastructure improvements are planned for in the City's master plans, the improvements would allow further development to occur within the

Ontario Ranch area. The Project is consistent with TOP 2050 and its associated TOP EIR, which evaluated long-term implications associated with the site's land use designations. Therefore, the Project would remove obstacles to growth to accommodate the demands of this Project at full buildout, which could allow for future development in the area once adequate infrastructure is in place and would be considered growth inducing.

2. Would this project result in the need to expand one or more public services to maintain desired levels of service?

As the City continues to develop, it requires the further commitment of public services in the form of fire protection, police services, and other public facilities. The Project is consistent with TOP 2050 and its associated TOP EIR, which evaluated long-term implications associated with the site's land use designations. As discussed in the Project's *CEQA Guidelines Section 15183 Consistency Analysis*, the Project would not necessitate the immediate expansion of existing resources in order to maintain desired levels of service. The Project would not, therefore, have significant growth-inducing consequences with respect to public services.

3. Would this project encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?

During Project construction, a number of design, engineering, and construction-related jobs would be created. However, construction related jobs would not result in a significant population increase because they would be filled by workers in the region and the construction phase would be temporary.

As shown in **Table 5-1: Ownership Area 1 Project Generated Employment**, the Ownership Area 1 would result in the creation of approximately 234 new long-term jobs. As the number of employees in the Project area grows, these employees would seek shopping, entertainment, auto maintenance, and other economic opportunities in the surrounding area. This would facilitate economic goods and services and could, therefore, encourage the creation of new businesses and/or the expansion of existing businesses to address these economic needs.

Table 5-1: Ownership Area 1 Project Generated Employment

Building	Warehouse Space	Total Building (sf)	Employees/1,000 sf	Total Employees
Mixed-Use Office; Retail	Non-Office (90%)	225,827	0.718	162
	Office (10%)	25,092	2.860	72
Total	-	250,919	-	234

Notes:
1. The numbers were rounded to present a conservative estimate.
2. The EIR will evaluate the total maximum allowable development in the Specific Plan.
3. Ownership Area 2 uses are being evaluated at programmatic level only; no specific development applications have been submitted; no specific development dates are known.

Source: City of Ontario. 2009. *The Ontario Plan Draft EIR, Appendix J: Land Use Modeling Methodology*.

However, the increase in opportunities for employees would not create substantial growth inducement because it would improve the jobs-housing ratio, growth could be accommodated within regional and local projections, and jobs would be filled by the local workforce. As stated in the Project's *CEQA Guidelines Section 15183 Consistency Analysis*, the Project, inclusive of Ownership Areas 1 and 2, would result in an improvement in the jobs-household balance, which is currently in a housing-rich area. The

majority of new jobs that would be created by implementation of the Project would be positions that do not require a specialized workforce, and this type of workforce exists in the City and surrounding areas. Thus, due to the availability of a workforce within the City, it is anticipated that new jobs would be filled by people within the City and the immediately surrounding communities and would not induce an unanticipated influx of new labor into the City. Although, the Project would result in new permanent employment opportunities and stimulate economic activity, it would meet future employment demands anticipated in SCAG's regional growth projections. Lastly, the Project is consistent with TOP 2050 and its associated TOP EIR, which evaluated long-term implications associated with the site's land use designations. Overall, the Project would not result in increased levels of growth that would otherwise not occur. Therefore, the Project would not encourage or facilitate economic effects that could significantly affect the environment.

4. Would approval of this project involve some precedent-setting action that could encourage and facilitate other activities that could significantly affect the environment?

The Project consists of a Specific Plan to allow for a residential and mixed-use retail/office development on 29 parcels covering approximately 257.34 acres in the City. The development would include up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across low, low-medium, and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses, and associated on-site and off-site infrastructure improvements. Pressures to develop other land in the surrounding area would derive from regional economic conditions and market demands for housing, commercial, and mixed-use land uses that are not directly or indirectly influenced by zoning actions on a particular property. Lastly, the Project is consistent with TOP 2050 and its associated TOP EIR, which evaluated long-term implications associated with the site's land use designations. Approval of the proposed Project would not, therefore, involve a precedent-setting action that could be applied to other properties and thereby encourage or facilitate growth that would not otherwise occur.

Environmental Impacts of Induced Growth

As described above, implementation of the Project would provide development to accommodate City forecasted employment demands. All physical environmental effects from construction of development have been analyzed in the technical section of this Draft Focused EIR. For example, activities such as excavation, grading, and construction as required for the proposed commercial retail/office, residential and open space parkland/non-recreation uses, were analyzed in **Section 4.1 Biological Resources** and **Section 4.2: Historic Resources** and the Project's *CEQA Guidelines Section 15183 Consistency Analysis* (**Appendix F**). Therefore, construction of the Project has been analyzed in this Draft Focused EIR and would be adequately mitigated either through implementation of Plans, Programs, and Policies (PPPs) and/or mitigation measures contained in **Section 4.1** and **Section 4.2**, of this Draft Focused EIR.

5.4 Mandatory Findings of Significance

CEQA requires preparation of an EIR when certain specified impacts may result from construction or implementation of a project. The Project is consistent with the findings of the City's TOP EIR. A CEQA Guidelines Section 15183 was prepared for the Project which fully addresses the consistency of the TOP EIR and all of the Mandatory Findings of Significance; see the **Appendix F** *CEQA Guidelines Section 15183 Consistency Analysis*, Section 4.21: Mandatory Findings of Significance, for further information.

6.0 ALTERNATIVES

6.1 Introduction

Purpose and Scope

The California Environmental Quality Act (CEQA) requires that an Environmental Impact Report (EIR) include a discussion of reasonable project alternatives that would "feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any significant effects of the project and evaluate the comparative merits of the alternatives" (State CEQA Guidelines Section 15126.6[a]). As required by CEQA, this section identifies and evaluates potential alternatives to the CenterPark Specific Plan Project (Project).

Section 15126.6 of the State CEQA Guidelines explains the foundation and legal requirements for the alternative's analysis in an EIR. Key provisions are:

- [T]he discussion of alternatives shall focus on alternatives to the Project or its location which are capable of avoiding or substantially lessening any significant effects of the Project, even if these alternatives would impede to some degree the attainment of the Project objectives or would be more costly." (Section 15126.6[b])
- "The specific alternative of 'no project' shall also be evaluated along with its impact." (Section 15126.6[e][1])
- "The no project analysis shall discuss the existing conditions at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced, as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. If the environmentally superior alternative is the 'no project' alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives." (Section 15126.6[e][2])
- "The range of alternatives required in an EIR is governed by a 'rule of reason' that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project." (Section 15126.6[f])
- "Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries…, and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site (or the site is already owned by the proponent)." (Section 15126.6[f][1])
- "Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR." (Section 15126.6[f][2][A])
- "An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative." (Section 15126.6[f][3])

For each development alternative, this analysis:

- Describes the alternative.
- Analyzes the impact of the alternative as compared to the Project.
- Identifies the impacts of the Project that would be avoided or lessened by the alternative.
- Assesses whether the alternative would meet most of the basic Project objectives.
- Evaluates the comparative merits of the alternative and the Project.

According to Section 15126.6(d) of the State CEQA Guidelines, "[i]f an alternative would cause…significant effects in addition to those that would be caused by the project as proposed, the significant effects of the alternative shall be discussed, but in less detail than the significant effects of the project as proposed."

Project Objectives

As described in **Section 3.0: Project Description**, the following objectives have been established for the Project and would aid decision makers in their review of the Project, the Project alternatives and associated environmental impacts.

- Design the CenterPark Specific Plan as a Living Community:
  - Locally serving commercial neighborhood designed to be identifiable to the surrounding community and integrated into the overall planned development, visually and physically connected.
  - A traditional village setting comprised of a series of neighborhoods designed with a pattern of smaller, walkable blocks that promote access, activity and safety.
  - Neighborhood streets designed in a simple grid-like system creating short blocks to promote a neighborhood feeling.
  - Streets incorporating traffic-calming techniques such as landscaped areas adjacent to roadways and City approved intersection chokers intended to encourage drivers to reduce their speed and create a pedestrian friendly environment.
  - Landscaped parkways adjacent to sidewalks separated from the curb to create a pedestrian friendly environment.
  - Diversity in architectural design and homes fronting the street with varying lot sizes to enhance the pedestrian experience and instill a sense of place and belonging for residents.
  - A choice of housing types provided to address a diversity of lifestyles and varying economic segments of the marketplace.
  - Residential floor plans that encourage views onto the street, de-emphasize the visual and physical dominance of garages and provide front porches and courtyards along the street to encourage interaction and activity along streets and sidewalks.
  - A system of parks providing active and passive recreation facilities, passive open space areas and walkway connections for informal neighborhood interaction.

  - Pedestrian and bicycle connectivity among all residential neighborhoods, areas and parks within the CenterPark Specific Plan through a comprehensive network of pedestrian walkways and bicycle trails offering opportunities for walking and biking throughout the entire community and to destinations outside of the community.

- Create a Comprehensive Circulation System for Multiple Modes of Travel:
  - Neighborhood street patterns that provide access between neighborhoods and discourage through traffic.
  - A local street system that is logical and understandable for the user avoiding circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials.
  - Streets designed to include landscaped parkways and pedestrian walkways separated from the street encourage walking and social interaction.
  - Local streets designed to slow vehicular traffic to promote walkability through the use of traffic-calming devices, landscaped areas adjacent to streets and narrowed intersections to influence a driver's peripheral vision and encourage drivers to proceed more slowly.
  - A system of City-wide and local bike ways integrated into the design of the community to encourage bicycle travel as an alternative to the automobile.
  - Neighborhoods and parks that are linked by pedestrian paths and greenways which also serve to establish connective and gathering features within and between neighborhoods in the Project Specific Plan area.
- Provide for City-Planned Public Community Facilities and Services:
  - New water, sewer, storm drain and water quality facilities consistent with City's Master Plans.
  - Development of new bike paths as part of project development providing links of a public bike trail system consistent with the City's Bikeway Master Plan.
  - Provision of approximately 56 acres of regional open space – parkland to allow for a centrally located regional public open space facility.
  - Development of new on-site parks at a ratio of 2 acres of developed park space per 1,000 residents including the development of private parks within the community and smaller pocket parks within each neighborhood.
- Integrate Parks and Trails into the Framework of the Project Specific Plan:
  - Provision of a central regional park to include recreational amenities such as playgrounds, gathering areas, walking trails and other public amenities consistent with the City of Ontario programming for future public parks and subject to the approval of the Planning Director.
  - Development of privately maintained neighborhood parks, community facilities, pocket parks and open space trails and walkways within each neighborhood.
  - Proposed amenities will include open park spaces, passive and active park areas and greenbelts to provide a diversity of open spaces that meet the needs of the community.

  - Improvement of landscaped open space within the neighborhood edges to include pedestrian trails adjacent to public arterial and collector streets.

- Compose "A Genius of Place" through Exceptional Planning and Distinct Architecture:
  - Architectural theme and place-making incorporated into buildings, streetscape furniture/ design elements, lighting and signage creating an overall community character.
  - Individual interpretation of the overall intended community character within the commercial center and individual neighborhoods to encourage diversity of architecture within an overall planned aesthetic theme.
  - Homes designed at a human scale with porches, stoops and walkways providing gathering places for neighbors and encouraging interaction among neighbors.
  - A variety of home styles within the Specific Plan area, all of which are located within walking and biking distance to the parks.
  - Homes oriented to the street and comprised of a variety of architectural styles adding interest to the street scene, creating a unique walking experience and encouraging neighborhood interaction along the street.
  - Traditional building types with views of garage doors minimized through setback requirements, location, design elements and landscaping.
  - Streets linked together in a manner which is pedestrian-friendly but also auto-accessible enabling residents to either walk or bike from neighborhoods to the parks.

6.2 Alternatives to the Project

Based on the Project objectives listed above, the following three alternatives have been determined to represent a reasonable range of alternatives which have the potential to feasibly attain most of the basic objectives of the Project, but which may avoid or substantially lessen any of the significant effects of the Project. These alternatives are analyzed in detail in the following sections.

- No Project/No Build Alternative
- Avoidance Alternative
- Reduced Development Area Alternative

An EIR must identify an "environmentally superior" alternative and where the No Project Alternative is identified as environmentally superior, the EIR is then required to identify as environmentally superior an alternative from among the others evaluated. Each alternative's environmental impacts are compared to the Project and determined to be environmentally superior, neutral, or inferior. **Section 6.6: Environmentally Superior Alternative**, identifies the Environmentally Superior Alternative.

6.3 Alternatives Rejected as Infeasible

The following is a discussion of the land use alternatives considered during the scoping and planning process and the reasons why they were not selected for detailed analysis in this Draft Focused EIR.

An EIR must examine only a range of alternatives that are "potentially feasible" (CEQA Guidelines Section 15126.6[a]). Agencies may also rely on the definition of feasibility in Public Resource Code Section 21061.1 and CEQA Guidelines Section 15364 when determining whether an alternative is potentially feasible.

None of the factors relevant to a determination of feasibility, taken in isolation, "establishes a fixed limit on the scope of reasonable alternatives" (CEQA Guidelines Section 15126.6[f][1]). Instead, a lead agency must weigh and balance the relevant factors when considering whether an alternative is sufficiently feasible to merit evaluation in an EIR (*See Citizens of Goleta Valley v. Board of Supervisors* [1990] 52 Cal.3d 553, 565).

Alternative Site

CEQA requires that the discussion of alternatives focus on alternatives to the Project or its location that are capable of avoiding or substantially lessening any significant effects of the Project. The key question and first step in the analysis is whether any of the significant effects of the Project would be avoided or substantially lessened by putting the Project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the Project need be considered for inclusion in the EIR (State CEQA Guidelines Section 15126[5][B][1]). In addition, an alternative site need not be considered when implementation is "remote and speculative," such as when the alternative site is beyond the control of a project applicant.

In the event land could be purchased of suitable size and developmental characteristics, based on the known general conditions in the southern portion of the City of Ontario (City), an alternative site would likely have similar impacts as the Project. Given the size and nature of the Project and the Project objectives, it would be impractical and infeasible to propose the Project on an alternate site in the area with fewer environmental impacts.

Additionally, other land in the vicinity of the Project site or within the southern portion of the City have the potential to contain historical resources similar to the Project site. The potential for significant impacts could still occur with an alternative site. Given the size and type of the Project, a similarly sized project and use elsewhere would result in the same Project-level and cumulative impacts. Therefore, analysis of an alternative site for the proposed 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across low, low-medium, and mixed-use residential uses, and 67.26 acres of open space parkland/non-recreation uses, is neither meaningful nor necessary, because the significant impacts resulting from the Project would not be avoided or substantially lessened by its implementation.

6.4 Analysis of Alternatives to the Proposed Project

No Project/No Build Alternative

Section 15126.6(e) of the State CEQA Guidelines requires analysis of the No Project Alternative. In accordance with the State CEQA Guidelines, the No Project/No Build Alternative for a development project on an identifiable property consists of the circumstance under which the Project does not proceed as provided by Section 15126.6(e)(3)(B) of the State CEQA Guidelines. Section 15126.6(e)(3)(B) provides that, "In certain instances, the no project alternative means 'no build' wherein the existing environmental

setting is maintained." Under the No Project/No Build Alternative, the Project would not be developed, and no new development would occur; however, the existing conditions would remain in operation.

The Project site is occupied by existing agricultural uses, including the raising of livestock, field crop farming, dairy farming activities, and rural residences scattered throughout the area. Rural residential housing, farm buildings and other ancillary facilities occupy those areas not in active agricultural production. The natural vegetation and soil conditions that once occurred throughout the Project area have been significantly altered through agricultural uses, leaving little or no native vegetation.

Biological Resources

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. No grading or development would occur under this alternative, and there would be no potential impacts to sensitive wildlife species and migratory and nesting birds that may be present on the Project site. Therefore, the No Project/No Build Alternative would avoid on-site disturbances to biological resources. Ownership Area 1 of the Project would have a less than significant impact on biological resources after implementation of mitigation measures. However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable even with the implementation of recommended mitigation. Therefore, impacts under this alternative would be reduced compared to the proposed Project.

Historic Resources

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. There are several dairy farm related buildings and structures within the Project site that are considered potential historic resources by the City of Ontario. Dairy farm related buildings and structures over 45 years or older have been identified, documented, and evaluated for national, state and local historic significance as part of the environmental review for the Project.

Properties with buildings and/or structures that have been surveyed and determined to meet local and state designation criteria, will be considered for adaptive reuse, relocation or other mitigation measures as required by the City of Ontario Historic Preservation Commission.

Existing uses surrounding the Project site are similar to those on the site, consisting of ongoing crop farming, dairy operations, a nursery, and rural residences. Accordingly, the No Project/No Build Alternative provides a comparison between the environmental impacts of the Project as compared to the current environmental conditions, resulting from not approving or denying the Project.

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. No grading or development would occur under this alternative, and there would be no potential impacts to the five historic resources properties. Therefore, the alternative would avoid the Project's significant and unavoidable impact on historic resources and its less than significant impact with mitigation incorporated on historic resources. Impacts would be reduced compared to the proposed Project.

Avoidance Alternative

The Avoidance Alternative would avoid eligible historic structures identified in **Section 4.2: Historic Resources**.

Biological Resources

The Avoidance Alternative would cover the same impact area as the Project site. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level for Ownership Area 1. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the extent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, impacts would be the same to those of the proposed Project.

Historic Resources

The Avoidance Alternative could reduce impacts to historic resources on site by orienting the pattern to avoid historic structures, discussed in more detail in **Section 4.2**. See **Figure 4.2-1: Ontario Ranch Road Widening, Historic Resources Map** for locations of eligible historic resources. For the specifics of each address, see below:

7587-7697 Edison Ave (Craftsman Bungalow style residence, Ranch-style residence and milk parlor): At the halfway point between Bon View and Campus, 7587-7697 Edison fronts Edison Avenue/Ontario Ranch Road from the south. A residential development is planned for that area, and 7587 Edison occupies the most logical entry point into the tract. As discussed in **Section 4.2**, 7587-7697 Edison Ave, which is an eligible resource, contains three eligible historic structures including a Craftsman Bungalow, Ranch-style residence and Ranch-style milk parlor adjacent to Edison Avenue/Ontario Ranch Road. Under this alternative, development would be restricted in the immediate area of the historic structures, immediately adjacent to the Edison Avenue/Ontario Ranch Road right-of-way.

8185 Edison Ave (Streamline Moderne Milk Parlor): East of Grove and fronting Edison Avenue/Ontario Ranch Road from the south, 8185 Edison occupies the City's TOP 2050 planned location of a mixed-use residential and retail/office center as well as a regional park that would extend beyond the Project site to the south. As discussed in **Section 4.2**, 8185 Edison Ave, which meets local landmark designation and other City criteria for historic resources, contains two eligible historic structures including a Ranch- Style residence and Streamline Moderne milk parlor. Under this alternative, development would be restricted in the immediate area of the historic structure, at the corner of Grove Avenue and Edison Avenue/Ontario Ranch Road.

8335-8381 Edison Ave (Craftsman Bungalow style residence): Fronting Edison Avenue/Ontario Ranch Road from the south, 8335-8381 Edison Ave occupies the City's TOP 2050 planned location of a mixed-use residential and retail/office center as well as a regional park that would extend beyond the Project site to the south. As discussed in **Section 4.2**, 8335-8381 Edison Ave contains one eligible historic structure, a Craftsman Bungalow style residence. Under this alternative, development would be restricted

in the immediate area of the historic structure, immediately adjacent to the Edison Avenue/Ontario Ranch Road right-of-way.

Under the Avoidance Alternative, the above-mentioned historic buildings would be avoided. However, the integrity of the setting[1] around these historic resources (i.e., historic dairy farm/agriculture uses associated with the structures that lend itself to the historic significance of these resources) may be compromised, including loss of portions of the parcels associated with each historic structure (the parcels themselves are considered historically significant). Therefore, the Avoidance Alternative would avoid impacts to existing historic structures but would have similar impacts as the Project concerning the three historic resources properties, which would not be fully avoided, with a potential to adversely affect any undiscovered historic resources on the Project site. As such, the alternative would not avoid the Project's significant and unavoidable impacts on historic resources. Impacts would be similar compared to the proposed Project.

Reduced Development Area Alternative

The Reduced Development Area Alternative proposes an approximately 21 percent reduction (approximately 55 acres) in building area of the proposed medium-density residential, mixed-use residential, and open space parkland/non-recreation uses within Planning Areas (PAs) 7, 11, 13, 14, 17, and 18. Compared to the proposed Project, the Reduced Development Area Alternative would completely avoid Assessor Parcel Numbers 1053-371-01, 0216-321-03, 0216-322-03, and 0216-322-04. Under this alternative, a total of 162,183 square feet (SF) of commercial retail/office uses; up to 3,137 residential units across medium-density and mixed-use residential uses; and 44.32 acres of open space parkland/non-recreation uses would occur.

Biological Resources

The Reduced Development Area Alternative would result in similar impacts to biological resources, compared to the proposed Project. The Reduced Development Area Alternative would disturb approximately 21 percent less land than the Project; however, similar biological resource impacts would occur as similar level of disturbance would occur. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the extent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, impacts would be the same as those of the proposed Project.

Historic Resources

The Reduced Development Area Alternative would result in reduced impacts to historic resources compared to the proposed Project. The Reduced Development Area Alternative would completely avoid Assessor Parcel Numbers 1053-371-01, 0216-321-03, 0216-322-03, and 0216-322-04, as these parcels

[1] Under PRC Section 5024.1 and 14 CCR Section 4852(c), a cultural resource must retain integrity to be considered eligible for the California Register of Historical Resources. Refer to **Section 4.2: Historic Resources** for more information and definition of "setting".

contain historic resources; refer to **Section 4.2** for more information. Under this alternative, a total of 162,183 SF of commercial retail/office uses; up to 3,137 residential units across medium-density and mixed-use residential uses; and 44.32 acres of open space parkland/non-recreation uses would occur. That is, compared to the proposed Project, the Reduced Development Area Alternative would develop approximately 521 fewer medium density residential dwelling units (DUs) within PA 7, 384 fewer mixed-use residential units within PA 11, and 251 fewer medium density residential DUs within PA 13 (1,156 total residential DUs). Additionally, the Reduced Development Area Alternative would develop 40,955 SF fewer mixed-use retail uses, and 47,781 fewer mixed-use office uses compared to the proposed Project. The development impact area would generally remain the same as the Project, except for those areas that are considered eligible historic resources and contain eligible structures: 7587-7697 Edison Avenue, 8185 Edison Avenue, and 8335-8381 Edison Avenue; refer to **Figure 4.2-1** for further information. Access to the Project site would be similar to the proposed Project along Edison Avenue, Bon View Avenue, Cucamonga Avenue, Grove Avenue, Parco Avenue, and Walker Avenue. However, access via Campus Avenue would be eliminated under this alternative. Additionally, internal access through the Project site between Campus Avenue and Walker Avenue would be eliminated. Given the infrastructure costs, including off-site improvements, a 21 percent reduction is considered aggressive and further reduction is likely not financially feasible.

The Reduced Development Area Alternative would result in lessened impacts to existing historic resources with a potential to adversely affect any undiscovered historic resources on the Project site. Under the Reduced Development Area Alternative, there would be no potential impacts to the three historic resources properties. Therefore, the alternative would avoid the Project's significant and unavoidable impact on historic resources and its less than significant impact with mitigation incorporated on historic resources. Impacts would be reduced compared to the proposed Project.

6.5 Comparison of Alternatives

No Project/No Build Alternative Conclusion

Ability to Reduce Impacts

The No Project/No Build Alternative would reduce impacts related to biological resources and historic resources that would occur from implementation of the proposed Project.

Ability to Achieve Project Objectives

Implementation of the No Project/No Build Alternative means that new development would not occur on the Project site, and none of the Project objectives would be achieved under this alternative. Under the No Project/No Build Alternative, the Project would not design the project specific plan as a living community, the Project would not create a Comprehensive Circulation System for Multiple Modes of Travel; the Project would not provide for City-Planned Public Community Facilities and Services; the Project would not integrate Parks and Trails into the Framework of the Project Specific Plan; and the Project would not compose "A Genius of Place" through Exceptional Planning and Distinct Architecture.

Therefore, this Alternative is not under further consideration.

Avoidance Alternative Conclusion

Ability to Reduce Impacts

The Avoidance Alternative would cover the same impact area as the Project site. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level for Ownership Area 1. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the extent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, biological resource impacts would be the same to those of the proposed Project.

The Avoidance Alternative would avoid impacts to existing historic structures, but would have similar impacts as the Project to eligible historic resources properties with potential to adversely affect any undiscovered historic resources on the Project site. However, the Avoidance Alternative would not avoid the Project's significant and unavoidable impacts on the three resources that are recommended eligible for listing under the California Register of Historic Resources and/or for designation as a City of Ontario Historic Landmark. Potentially significant impacts would occur to historic resources under the Avoidance Alternative. Therefore, impacts on historic resources under the Avoidance Alternative would be similar compared to the Project.

Ability to Achieve Project Objectives

Implementation of the Avoidance Alternative would achieve the Project objectives, but not to the extent as would be achieved by the proposed Project. In avoiding these five historic resources, located within PA 7, 11, and 13 of the Project's Specific Plan, circulation into and out of these tracts would be disrupted. In addition, installation of utilities to serve the remaining Specific Plan area would be complicated. Furthermore, 8185 and 8335-8381 Edison Ave occupies the City's TOP 2050 planned location of a retail center in the mixed-use zoning. The retail center is an important draw for the planned City TOP 2050 park, maintaining its character and placing its retail tenants in ideal locations for visibility and accessibility. As the historic structures block potential entry points, marketing visibility, and tenant locations, leaving them in place limits this Alternative's attainment of certain Project objectives: Create a Comprehensive Circulation System for Multiple Modes of Travel and Compose "A Genius of Place" through Exceptional Planning and Distinct Architecture.

Lastly, the planned Ontario Ranch Road widening, as shown in TOP 2050, would expand the right-of-way of Edison Ranch/Ontario Ranch Road, which traverses the Project site in a north-south direction. The widening of this roadway has the potential to negatively affect eligible historic buildings and properties and is cumulatively considerable, in combination with the proposed Project, with respect to historic resources; refer to **Section 4.2** for further discussion on cumulative impacts. That is, vibrations from construction (e.g., grading, excavation, drilling, auguring, use and movement of heavy equipment, and other construction activities to remove the existing sidewalk and construct sidewalk, curb, and other roadway infrastructure) could potentially physically impact historic resources given the proximity of this work to eligible historic buildings adjacent to Edison Ranch/Ontario Ranch Road. Although this Alternative

seeks to avoid impacts to historic structures, the integrity of the setting[2] around these historic resources (i.e., historic dairy farm/agriculture uses associated with the structures that lend itself to the historic significance of these resources) may be compromised. As depicted on **Figure 4.2-1**, the planned Ontario Ranch Road widening would physically impede at least one of the historic buildings (Craftsman Bungalow) within 7587-7697 Edison Ave as well as the historic Streamline Modern Milk Parlor within 8185 Edison Ave. Even if this Alternative were implemented, the historic structures and properties would likely be impacted by planned Ontario Ranch Road widening, rendering the effectiveness of the Alternative in reducing impacts to historic resources moot.

Reduced Development Area Alternative Conclusion

Ability to Reduce Impacts

The Reduced Development Area Alternative would result in similar impacts to biological resources, compared to the proposed Project. The Reduced Development Area Alternative would disturb approximately 21 percent less land than the Project; however, similar biological resource impacts would occur as similar level of disturbance would occur. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the extent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, biological impacts would be same to those of the proposed Project.

The Reduced Development Area Alternative would result in lessened impacts to existing historic resources with a potential to adversely affect any undiscovered historic resources on the Project site. Compared to the Project, potentially significant impacts would not occur to historic resources under the Reduced Development Area Alternative. Therefore, impacts on historic resources under the Reduced Development Area Alternative would be reduced compared to the Project.

Overall impacts under the Reduced Development Area Alternative would be reduced compared to the Project.

Ability to Achieve Project Objectives

Implementation of the Reduced Development Area Alternative would achieve the Project objectives, but not to the extent as would be achieved by the proposed Project. The 21 percent Project reduction would provide less residential and mixed-used retail/office uses. This alternative would not fully meet the objective of City-Planned Public Community Facilities and Services as with the 21 percent reduction, as this alternative would contribute approximately 23 fewer acres towards the conceptual neighborhood park, a large public regional park around which the Project's open space concept and pedestrian circulation is oriented. See **Figure 3-13: Conceptual Landscape Plan**. Additionally, the Reduced Development Area Alternative would result in reduced internal circulation throughout the Project site,

[2] Under PRC Section 5024.1 and 14 CCR Section 4852(c), a cultural resource must retain integrity to be considered eligible for the California Register of Historical Resources. Refer to **Section 4.2: Historic Resources** for more information and definition of "setting".

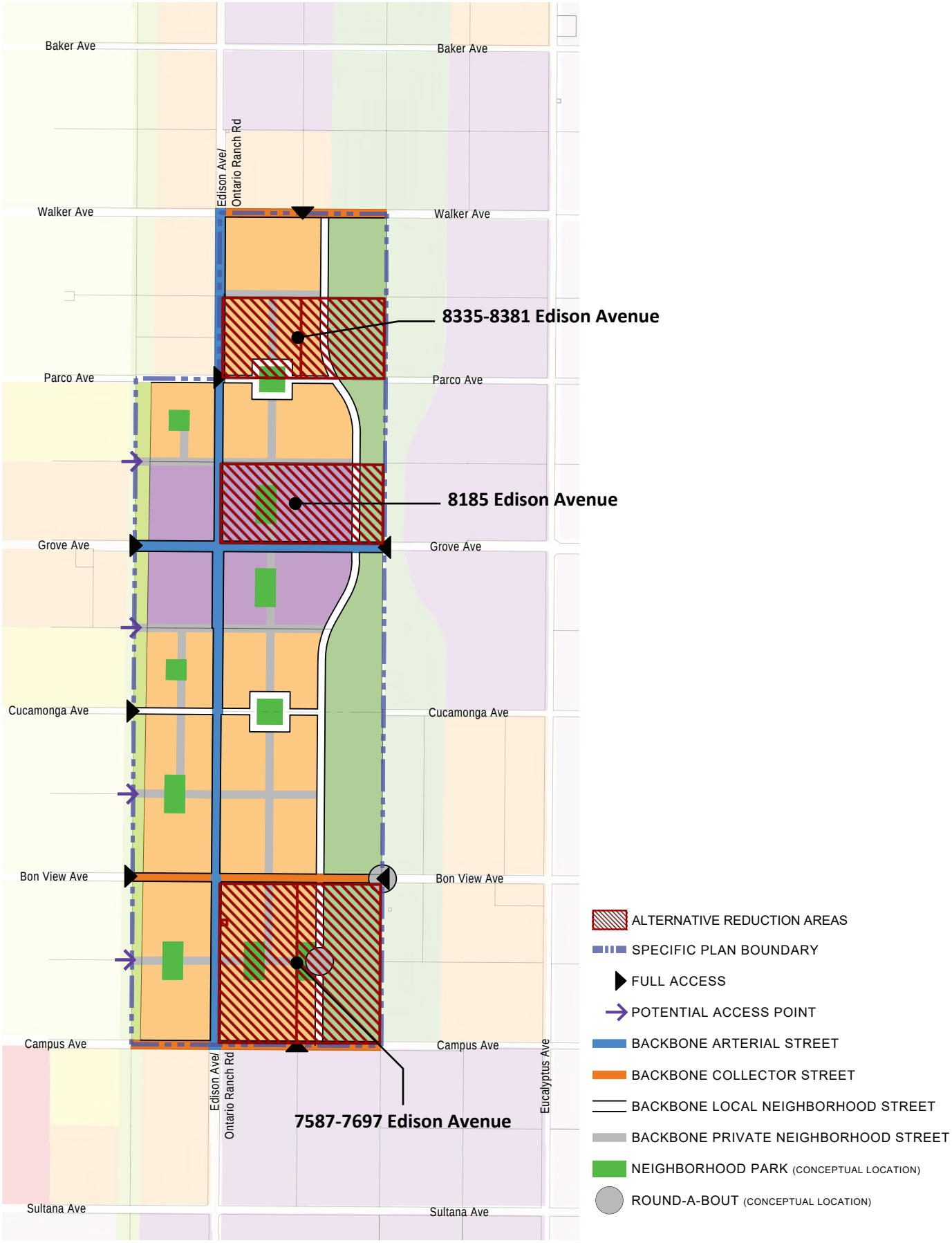
compared to the proposed Project. As shown in **Figure 6-1: Reduced Development Area Alternative**, the exclusion of PAs 7, 11, 13, 14, 17, and 18 (Alternative Reduction Areas) would eliminate local connectivity throughout the entirety of the Project site. As a result, this alternative would not fully meet the objective of a Comprehensive Circulation System for Multiple Modes of Travel, as the local street system envisioned by the proposed Project (see **Figure 3-10: Conceptual Circulation Plan**) would not be achievable under this alternative. Furthermore, the 21 percent Project reduction would attract fewer or smaller businesses and less employment opportunities to area residents. In addition, the smaller development would provide less flexibility to meet the needs of an ever-changing business market.

The City's Housing Element identifies the City's Regional Housing Needs Assessment (RHNA) target for the 2021 to 2029 cycle at 20,854 units which is inclusive of Extremely/Very Low Income, Low Income, Moderate Income, and Above Moderate-Income housing. The proposed Project would create an additional 4,293 units of housing within the City, which would be completed prior to and after 2029. As such, implementation of the Project would aid the City in reaching its 2029 RHNA goal. The Reduced Development Area Alternative would contribute 1,156 fewer residential DUs to help meet the City's Regional Housing Needs Assessment goals, compared to the proposed Project. Therefore, this alternative may also affect the City's ability to meet certain housing objectives identified in TOP 2050.

Lastly, the planned Ontario Ranch Road widening, as shown in TOP 2050, would expand the right-of-way of Edison Ranch/Ontario Ranch Road, which traverses the Project site in a north-south direction. The widening of this roadway has the potential to negatively affect eligible historic buildings and is cumulatively considerable, in combination with the proposed Project, with respect to historic resources; refer to **Section 4.2** for further discussion on cumulative impacts. That is, vibrations from construction (e.g., grading, excavation, drilling, auguring, use and movement of heavy equipment, and other construction activities to remove the existing sidewalk and construct sidewalk, curb, and other roadway infrastructure) could physically impact historic resources given the proximity of this work to eligible historic buildings adjacent to Edison Ranch/Ontario Ranch Road. Additionally, under this alternative, the eligible historic buildings would be left in place. However, the integrity of the setting[3] around these historic resources (i.e., historic dairy farm/agriculture uses associated with the structures that lend itself to the historic significance of these resources) may be compromised. As depicted on **Figure 4.2-1**, the planned Ontario Ranch Road widening would physically impede at least one of the historic buildings (Craftsman Bungalow) within 7587-7697 Edison Ave as well as the historic Streamline Modern Milk Parlor within 8185 Edison Ave.

As with the Avoidance Alternative, even if the Reduced Development Area Alternative were implemented, the historic structures and properties would likely be impacted by planned Ontario Ranch Road widening, rendering the effectiveness of the Alternative moot.

[3] Under PRC Section 5024.1 and 14 CCR Section 4852(c), a cultural resource must retain integrity to be considered eligible for the California Register of Historical Resources. Refer to **Section 4.2: Historic Resources** for more information and definition of "setting".



Source: CenterPark Specific Plan Exhibit 5-2 Conceptual Circulation Plan, 2025.

Figure 6-1: Reduced Development Area Alternative
CenterPark Specific Plan, City of Ontario

Not to scale

6.6 Environmentally Superior Alternative

CEQA requires a lead agency to identify the "environmentally superior alternative" and, in cases where the "No Project" Alternative is environmentally superior to the proposed Project, the environmentally superior development alternative must be identified. The Reduced Development Area Alternative has been identified as "environmentally superior" to the proposed Project.

Reduced Development Area Alternative

The Reduced Development Area Alternative has been identified as the environmentally-superior alternative because it would result in lessened impacts related to historic resources such that the Project's significant and unavoidable impacts would be reduced to a less than significant level under this alternative. Additionally, impacts related to biological resources would be similar to the proposed Project under the Reduced Development Area Alternative. However, while the Reduced Development Area Alternative would reduce impacts related to historic resources, compared to the proposed Project, the Reduced Development Area Alternative would be less effective at accomplishing the Project objectives.

CEQA does not require the lead agency (the City of Ontario) to choose the environmentally superior alternative. Instead, CEQA requires the City to consider environmentally superior alternatives, weigh those considerations against the environmental impacts of the proposed Project, and make findings that the benefits of those considerations outweigh the harm. "Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts" (State CEQA Guidelines Section 15126.6[c]).

7.0 EFFECTS FOUND NOT TO BE SIGNIFICANT

7.1 Introduction

California Public Resources Code (PRC) Section 21003 (f) states: "…it is the policy of the state that…[a]ll persons and public agencies involved in the environmental review process be responsible for carrying out the process in the most efficient, expeditious manner in order to conserve the available financial, governmental, physical, and social resources with the objective that those resources may be better applied toward the mitigation of actual significant effects on the environment." This policy is reflected in the California Environmental Quality Act (CEQA) Guidelines Section 15126.2(a), which states that "[a]n EIR [Environmental Impact Report] shall identify and focus on the significant environmental impacts of the Project" and Section 15143, which states that "[t]he EIR shall focus on the significant effects on the environment." State CEQA Guidelines Section 15128 requires that an EIR contain a statement briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and were therefore not discussed in detail in the Draft EIR.

Table 7-1: Impacts Addressed in the 15183 Consistency Analysis prepared for the Project lists all the impacts that were found to have no impact or a less than significant impact based on the analysis conducted during the Draft Focused EIR preparation process. The following sections provide the environmental impact, and the determination based on the Project's *CEQA Guidelines Section 15183 Consistency Analysis* (on file at the City of Ontario Planning Department and provided as **Appendix F: CEQA Guidelines Section 15183 Consistency Analysis**). Threshold letters correspond to the lettering in Appendix G of the CEQA Guidelines.

Table 7-1: Impacts Addressed in the 15183 Consistency Analysis

Environmental Issues	*15183 Exemption Determination*
AESTHETICS. Except as provided in Public Resources Code section 21099, would the project:	
a) Have a substantial adverse effect on a scenic vista?	No New Impact
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	No New Impact
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?)	No New Impact
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	No New Impact

Environmental Issues	*15183 Exemption Determination*
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?	No New Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	No New Impact
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))?	No New Impact
d) Result in the loss of forest land or conversion of forest land to non-forest use?	No New Impact
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?	No New Impact
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?	No New Impact
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?	No New Impact
c) Expose sensitive receptors to substantial pollutant concentrations?	No New Impact
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	No New Impact
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 Game or U.S. Fish and Wildlife Service?	Peculiar Project Impact (not substantially mitigated by the imposition of uniformly applied development policies or standards); See **Section 4.1:**

Environmental Issues	*15183 Exemption Determination*
	Biological Resources of the Draft Focused EIR.
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?	Peculiar Project Impact (not substantially mitigated by the imposition of uniformly applied development policies or standards); See **Section 4.1: Biological Resources** of the Draft Focused EIR.
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?	Peculiar Project Impact (not substantially mitigated by the imposition of uniformly applied development policies or standards); See **Section 4.1: Biological Resources** of the Draft Focused EIR.
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?	Peculiar Project Impact (not substantially mitigated by the imposition of uniformly applied development policies or standards); See **Section 4.1: Biological Resources** of the Draft Focused EIR.
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Peculiar Project Impact (not substantially mitigated by the imposition of uniformly applied development policies or standards); See **Section 4.1: Biological Resources** of the Draft Focused EIR.
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?	Peculiar Project Impact (not substantially mitigated by the imposition of uniformly applied development policies or standards); See **Section 4.1: Biological Resources** of the Draft Focused EIR.
CULTURAL RESOURCES. Would the project:	
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	Peculiar Project Impact (not analyzed in prior EIR and not substantially mitigated by the imposition of uniformly applied development policies or standards); See **Section 4.2: Historic Resources** of the Draft Focused EIR.
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	No New Impact
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	No New Impact

Environmental Issues	*15183 Exemption Determination*
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?	No New Impact
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	No New Impact
GEOLOGY AND SOILS. Would the project:	
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:	No New Impact
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.	No New Impact
ii) Strong seismic ground shaking?	No New Impact
iii) Seismic-related ground failure, including liquefaction?	No New Impact
iv) Landslides?	No New Impact
b) Result in substantial soil erosion or the loss of topsoil?	No New Impact
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?	No New Impact
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?	No New Impact
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?	No New Impact
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	No New Impact
GREENHOUSE GAS EMISSIONS. Would the project:	
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	No New Impact
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	No New Impact
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?	No New Impact
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?	No New Impact

Environmental Issues	*15183 Exemption Determination*
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	No New Impact
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?	No New Impact
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?	No New Impact
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	No New Impact
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	No New Impact
HYDROLOGY AND WATER QUALITY. Would the project:	
a) Violate any other water quality standards or waste discharge requirements or potential for discharge of storm water pollutants from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas or loading docks, or other outdoor work areas?	No New Impact
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	No New Impact
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:	No New Impact
i) Result in substantial erosion or siltation on- or off-site;	No New Impact
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	No New Impact
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	No New Impact
iv) Impede or redirect flood flows?	No New Impact
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	No New Impact
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	No New Impact

Environmental Issues	*15183 Exemption Determination*
LAND USE AND PLANNING. Would the project:	
a) Physically divide an established community?	No New Impact
a) 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?	No New Impact
MINERAL RESOURCES. Would the project:	
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	No New Impact
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?	No New Impact
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?	No New Impact
b) Generation of excessive groundborne vibration or groundborne noise levels?	No New Impact
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??	No New Impact
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 roads or other infrastructure)?	No New Impact
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	No New Impact
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?	No New Impact
ii) Police protection?	No New Impact
iii) Schools?	No New Impact
iv) Parks?	No New Impact

Environmental Issues	*15183 Exemption Determination*
v) Other public facilities?	No New Impact
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?	No New Impact
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?	No New Impact
TRANSPORTATION. Would the project:	
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	No New Impact
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?	No New Impact
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	No New Impact
d) Result in inadequate emergency access?	No New Impact
TRIBAL CULTURAL RESOURCES.	
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	No New Impact
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	No New Impact
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??	No New Impact
b) Have sufficient water supplies available to serve the project and	No New Impact

Environmental Issues	*15183 Exemption Determination*
reasonably foreseeable future development during normal, dry and multiple dry years?	
c) Result in a determination by the waste water 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?	No New Impact
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?	No New Impact
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	No New Impact
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?	No New Impact
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?	No New Impact
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?	No New Impact
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?	No New Impact
MANDATORY FINDINGS OF SIGNIFICANCE.	
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?	Peculiar Project Impact (not analyzed in prior EIR and not substantially mitigated by the imposition of uniformly applied development policies or standards). See **Section 4.1: Biological Resourcse** and **Section 4.2: Historic Resources** of the Draft Focused EIR.
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 projects, and the effects of probable future projects.)?	No New Impact
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	No New Impact

8.0 EIR CONSULTATION AND PREPARATION

This section is consistent with the requirements set forth in Public Resources Code (PRC) Section 21153 and Section 15129 of the CEQA Guidelines, which states: "The EIR shall identify all federal, state, or local agencies, other organizations, and private individuals consulted in preparing the draft EIR, and the persons, firm, or agency preparing the draft EIR, by contract or other authorization." Refer to **Section 2.2: Notice of Preparation/Early Consultation**, for a summary of public notification and consultation.

The Notice of Preparation (NOP) and NOP comment letters are provided in **Appendix A: Notice of Preparation & Public Scoping Meeting**, of this Draft Focused EIR. The City of Ontario (City) provided multiple opportunities for public input, both as part of the CEQA process and as part of Project scoping. In addition to required public notifications under CEQA, the City has engaged in extensive consultation with the Native American tribes, pursuant to Senate Bill (SB) 18, as discussed further in the Project's *CEQA Guidelines Section 15183 Consistency Analysis*.

8.1 EIR Consultation

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9.0 REFERENCES

Cadre Environmental. 2024. *Biological Resources Technical Report Center Park Specific Plan City of Ontario, California*. (**Appendix C1**)

California Department of Conservation. 2023. *California Williamson Act Enrollment Finder*. https://maps.conservation.ca.gov/dlrp/WilliamsonAct/.

City of Ontario. 2009. *The Ontario Plan Draft EIR, Appendix J: Land Use Modeling Methodology.*

City of Ontario. 2020. *Ontario Ranch Business Park Final Subsequent EIR*. https://www.ontarioca.gov/government/community-development/planning/governing-documents/specific-plans.

City of Ontario. 2022. *The Ontario Plan 2050*. https://www.ontarioca.gov/OntarioPlan.

City of Ontario. 2022. *TOP 2050 Final Supplemental EIR.* https://www.ontarioca.gov/government/community-development/planning/ontario-plan#environmental-impact-report.

City of Ontario. 2024. *Ontario Development Code, Chapter 7.0: Historic Preservation*. https://content.ontarioca.gov/sites/default/files/2025-01/Chapter%207%200%20-%20Historic%20Preservation_Rev%2012-03-2024.pdf.

City of Ontario. 2024. *Ontario Development Code*. https://www.ontarioca.gov/government/community-development/planning/governing-documents/development-code.

City of Ontario. 2025. *Ontario Municipal Code*. https://codelibrary.amlegal.com/codes/ontarioca/latest/ontario_ca/0-0-0-35678.

City of Ontario. ND. *Fire Stations*. https://www.ontarioca.gov/government/fire.

Converse Consultants. 2024. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report.* (**Appendix D**)

ELMT Consulting, Inc. 2024. *Delhi Sands Flower-Loving Fly Habitat Suitability Assessment*. (**Appendix C2**)

Federal Emergency Management Agency. 2022. *FEMA's National Flood Hazard Layer (NFHL) Viewer*. https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd.

Galvin and Associates. 2004. *The City of Ontario's Historic Context for the New Model Colony Area. Prepared for City of Ontario Planning Department*.

Kimley-Horn and Associates, Inc. 2025. *CEQA Guidelines Section 15183 Analysis*. (**Appendix F**)

Kimley-Horn and Associates, Inc. 2025. *Cultural Resources Inventory and Evaluation Report, Center Park Specific Plan Project, City of Ontario, San Bernardino County, California*. (**Appendix B**)

Roux Associates, Inc. 2025. *Phase I Environmental Site Assessment*. (**Appendix E**)

San Bernardino County. 2020. *Countywide Plan*. https://countywideplan.sbcounty.gov/.

Southern California Association of Governments. 2024. *Connect SoCal: The 2024-2050 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).* https://scag.ca.gov/connect-socal.

State of California. ND. *Health and Safety Code, Division 13 – Part 2.7, Sections 18950 to 18962 of the California Historic Building Code.* https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=13.&title=&part=2.7.&chapter=&article=.

Structural Focus. 2025. *Relocation of Five Structures – Feasibility Study 7587 Edison Ave, 9811 Edison Ave, 8381 Edison Ave, 8485 Edison Ave, and 14117 Grove Ave Ontario, California.* (Appendix D of **Appendix B**)

RESOLUTION NO. PC26-016

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002), TO ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, DESIGN GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF UP TO 4,293 RESIDENTIAL DWELLING UNITS, 115,809 SQUARE FEET OF RETAIL USES, 135,110 SQUARE FEET OF OFFICE USES, AND 68 ACRES OF OPEN SPACE (PARKLAND/NON-RECREATIONAL USES) ON APPROXIMATELY 258 ACRES OF LAND GENERALLY BOUNDED BY THE SOUTHERN CALIFORNIA EDISON (SCE) EASEMENT ROUGHLY 500 FEET NORTH OF ONTARIO RANCH ROAD, WALKER AVENUE TO THE EAST, CAMPUS AVENUE TO THE WEST, AND SOUTHERN BOUNDARY ROUGHLY 1,300 FEET NORTH OF EUCALYPTUS AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 1053-301-01, -02; 1053-311-01, -02, 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01,-02, -09; 0216-321-03, -08; 0216-322-03, -04, -10

WHEREAS, RCCD, INC. (“Applicant”) has filed an Application for the approval of a Specific Plan, File No. PSP24-002 (CenterPark Specific Plan), as described in the title of this Resolution (hereinafter referred to as “Application” or “Project”); and

WHEREAS, the Application applies to 258 acres of land with 29 parcels and is generally bounded to the north by a Southern California Edison (SCE) easement, to the west by Campus Avenue, to the east by Walker Avenue, to the south by Eucalyptus Avenue, and bisected by Ontario Ranch Road, within the SP (Specific Plan) AG (Agricultural Overlay)) zoning district, and is presently improved with agricultural, dairy, recreational vehicle storage, residential and vacant land uses; and

WHEREAS, the properties surrounding the project site are generally established with agricultural uses. To the north of the Project site, the area is within the Specific Plan (SP) zoning district and is developed with dairy farms, livestock, a truck terminal, a nursery, and vacant land. The properties to the south of the Project site are within the SP zoning district and include dairy farms, a truck terminal storage and single-family residential uses. The properties to the east of the Project site are within the SP zoning district and are developed with single-family residential uses and dairy farms. The properties to the west of the Project site are within the SP zoning district and are developed with single-family residential uses, dairy farms and vacant land; and

WHEREAS, the CenterPark Specific Plan, attached hereto as "Attachment A", establishes a comprehensive set of design guidelines and development regulations to guide and regulate site planning, landscape, and architectural character, and ensuring that excellence in community design is achieved during project development. In addition, the Specific Plan will establish the procedures and requirements to approve new development within the project site to ensure The Ontario Plan 2050 ("TOP 2050") goals and policies are achieved; and

WHEREAS, the CenterPark Specific Plan consists of approximately 258 acres of land, which includes potential development of up to 4,293 residential dwelling units, 115,809 square feet of retail uses, 135,110 square feet of office land uses, and 68 acres of open space (parkland/non-recreational uses); and

WHEREAS, the land use intensity of the CenterPark Specific Plan anticipated in 22 planning areas is consistent with TOP 2050. The Specific Plan proposes a potential buildout of up to 4,293 dwelling units with a land use intensity of 22 dwelling units per acre for Medium-Density Residential (MDR) and Mixed-Use (MU) residential designations. The Specific Plan also proposes ten (10) percent of the office uses with a maximum floor area ratio ("FAR") of 0.70, twenty (20) percent retail uses with a maximum FAR of 0.30, and seventy (70) percent of residential development with a maximum density of 35 dwelling units per acre, within the Mixed-Use land use areas (Planning Areas 4, 5, 10, and 11). Planning Areas 19, 20, 21, and 22 are designated Open Space – Non-Recreational land use and no development is planned for these areas; and

WHEREAS, the CenterPark Specific Plan has been prepared in conformance with the goals and policies of the City of Ontario Policy Plan (General Plan). The policy (General Plan) analysis in "Section 9. General Plan Consistency" of the Specific Plan describes the manner in which the CenterPark Specific Plan complies with the Policy Plan goals and policies applicable to the CenterPark Specific Plan; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act, commencing with Public Resources Code Section 21000 et seq. (hereinafter referred to as "CEQA"); and

WHEREAS, a Focused Environmental Impact Report ("FEIR") (State Clearinghouse No. 2025060731), including the adoption of a Mitigation and Monitoring and Reporting Program ("MMRP") and a Statement of Overriding Considerations, have been prepared in accord with CEQA and the State CEQA Guidelines, and the City of Ontario Guidelines to address the environmental effects of the Specific Plan (CenterPark Specific Plan); and

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

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan 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, the proposed Project is located within the Airport Influence Area of Chino Airport, within the City of Ontario boundary, and is subject to, and must be consistent with, the policies criteria set forth in Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP), which applies only to jurisdictions within City of Ontario, and addresses the safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on February 24, 2026, the Planning Commission of the City of Ontario conducted a hearing to consider the FEIR, MMRP, Statement of Overriding Considerations, and the Project, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this 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 recommending body for the Project, the Planning Commission has reviewed and considered the information contained in the FEIR, MMRP, and Statement of Overriding

Considerations prepared for the Project and supporting documentation. Based upon the facts and information contained in the FEIR (State Clearinghouse No. 2025060731) and the administrative record, including all written and oral evidence presented to the Planning Commission, the Planning Commission finds as follows:

(1) The CenterPark Specific Plan FEIR, MMRP, and Statement of Overriding Considerations contain a complete and accurate reporting of the environmental impacts associated with the Project; and

(2) The CenterPark Specific Plan FEIR, MMRP, and Statement of Overriding Considerations have been completed in compliance with CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

(3) The CenterPark Specific Plan FEIR, MMRP, and Statement of Overriding Considerations reflects the independent judgment of the Planning Commission.

SECTION 2: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the recommending 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. The Project site includes properties listed in the Housing Element Sites Inventory contained in Tables B-1 and B-2 of the Housing Element Technical Report, and the proposed Project is consistent with the number of dwelling units (4,293) and densities (22 du/ac for Medium Density Residential and 35 du/ac for Mixed-Use Residential) specified in the Housing Element Sites Inventory.

SECTION 3: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

(1) On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land use Compatibility Plan, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending 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; and

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the recommending body for the Project, the Planning Commission has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the 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 California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 4: ***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:

(1) ***The proposed Specific Plan, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050.*** The approximately 258-acre CenterPark Specific Plan is suitable for residential and mixed-use developments and is consistent with the goals and policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of TOP 2050. “Section 9. General Plan Consistency” of the CenterPark Specific Plan describes the manner in which the Specific Plan complies with the Policy Plan goals and policies; and

(2) ***The proposed Specific Plan, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The proposed CenterPark Specific Plan is in conformance with the Land Use Policies and Goals of the Policy Plan and will provide standards and guidelines for the harmonious development within the districts, in a manner consistent with the Policy Plan. The Specific Plan is proposing residential and mixed use (office, retail and residential) type development for the approximately 258-acre site, which is what is mandated by the land use plan of the Policy Plan; therefore, the proposed residential and mixed-use land uses will not be detrimental to the public interest, health, safety, convenience, or general welfare of the City because it will provide land uses that are consistent with the existing and future development of the surrounding area; and

(3) ***In the case of an application affecting specific property(ies), the proposed Specific Plan, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The proposed Specific Plan will modify the land use from agricultural, dairy farm, recreational vehicle storage, residential and vacant land uses to Residential and Mixed Use, which aligns with surrounding land uses planned in TOP 2050 and allows for similar development intensities under the Residential and Mixed-Use designation; and

(4) ***In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** The proposed Specific Plan will allow for residential and mixed-use on the subject site. When in conformance with the Specific Plan, the project site is suitable in size and shape, and the project site design allows for sufficient access and availability of utilities to accommodate the anticipated development.

SECTION 5: ***Planning Commission Action.*** Based upon the findings and conclusions set forth in the Sections above, the Planning Commission hereby RECOMMENDS THE CITY COUNCIL 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 6: ***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 7: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 8: ***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 24th day of February 2026, and the foregoing is a full, true and correct copy of said Resolution, and has not been amended or repealed.

Nicola Ricci
Planning Commission Chairperson

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. PC26-016, was duly passed and adopted by the Planning Commission of the City of Ontario at their regular meeting held on February 24, 2026, by the following roll call vote, to wit:

AYES: Anderson, DeDiemar, Gage, Hagman, Lampkin, Marks, Ricci

NOES: None

ABSENT: None

ABSTAIN: None

Gwen Berendsen
Secretary Pro Tempore

ATTACHMENT A:

File No. PSP24-002
CenterPark Specific Plan

(Document to follow this page)

center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

MONTH 2026
ORDINANCE NO. 0000

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center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

CITY COUNCIL APPROVED MONTH DAY, 2026

FILE NO. PSP24-002

ORDINANCE NO. XXXX

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center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

Submitted to:

CITY OF ONTARIO
303 East B Street
Ontario, California 91764

Submitted by :

SARES REGIS
3501 Jamboree Rd, Suite 3000
Newport Beach, California 92660

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center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

Consultant Team:

T&B PLANNING, INC.
3200 El Camino Real, Suite 100
Irvine, California 92602

FUSCOE ENGINEERING
3257 E. Guasti Rd, Suite 300
Ontario, California 91761

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SECTION 1: EXECUTIVE SUMMARY

1.1 PROJECT OVERVIEW

The CenterPark Specific Plan is a proposal for a new planned community on approximately 257.34 acres within the City of Ontario. The community of CenterPark will provide a pedestrian friendly mixed-use retail/office center and up to 4,293 new residential dwelling units within thirteen distinct planning areas designed in conjunction with a comprehensively planned open space system consisting of regional and neighborhood park facilities. The Specific Plan area is bounded to the north by a Southern California Edison (SCE) Easement corridor located approximately 330 ft. north of Ontario Ranch Road, the planned Grand Park to the south, Campus Avenue to the west, and Walker Avenue to the east. The regional context and local setting of the CenterPark Specific Plan are illustrated in **Exhibit 1-1, Regional Location Map** and **Exhibit 1-2, Vicinity Map**.

1.2 COMMUNITY VISION

The relationship between man and nature; between the human spirit and the transcending effect that open space has on every human sense – is the inspiration for CenterPark. **Alexander Pope**, an English poet of the 18th century, penned a satirical prose to describe the British aristocracy and their landscape treatment on large estates and public open spaces that tried to emulate Versailles and other ornamental garden designs that were popular at the time. Instead, he advanced the idea that landscape design should respond to nature. His advice: ***"Consult the genius of place in all"***. This ideology is widely used in discussions about the sense of place or inherent character of the landforms, landscapes and environmental conditions and systems to describe our relationship with our surroundings.

"Genius of Place" describes the concept of learning from nature's genius in a specific area or location. In design, it is applied to the vision of reflecting on the landscape character of the past and, in some cases, reintroducing or integrating nature into the built environment. In other cases, the natural history and landscape character can be replicated in design to create a unique sense of place rooted in nature. The vision for the CenterPark Specific Plan embraces the positive relationship between people and open space, the benefits of one's environment and surrounding beauty on the human condition.

Fredrick Law Olmstead, the co-creator of Central Park in Manhattan, the grounds of the 1893 Chicago World's Fair and several other regional and destination parks of national prominence and considered to be a pioneer in the field of landscape architecture, claimed late in his career:

"The root of all my good work is an early respect for, regard and enjoyment of scenery"

Fredrick Law Olmstead

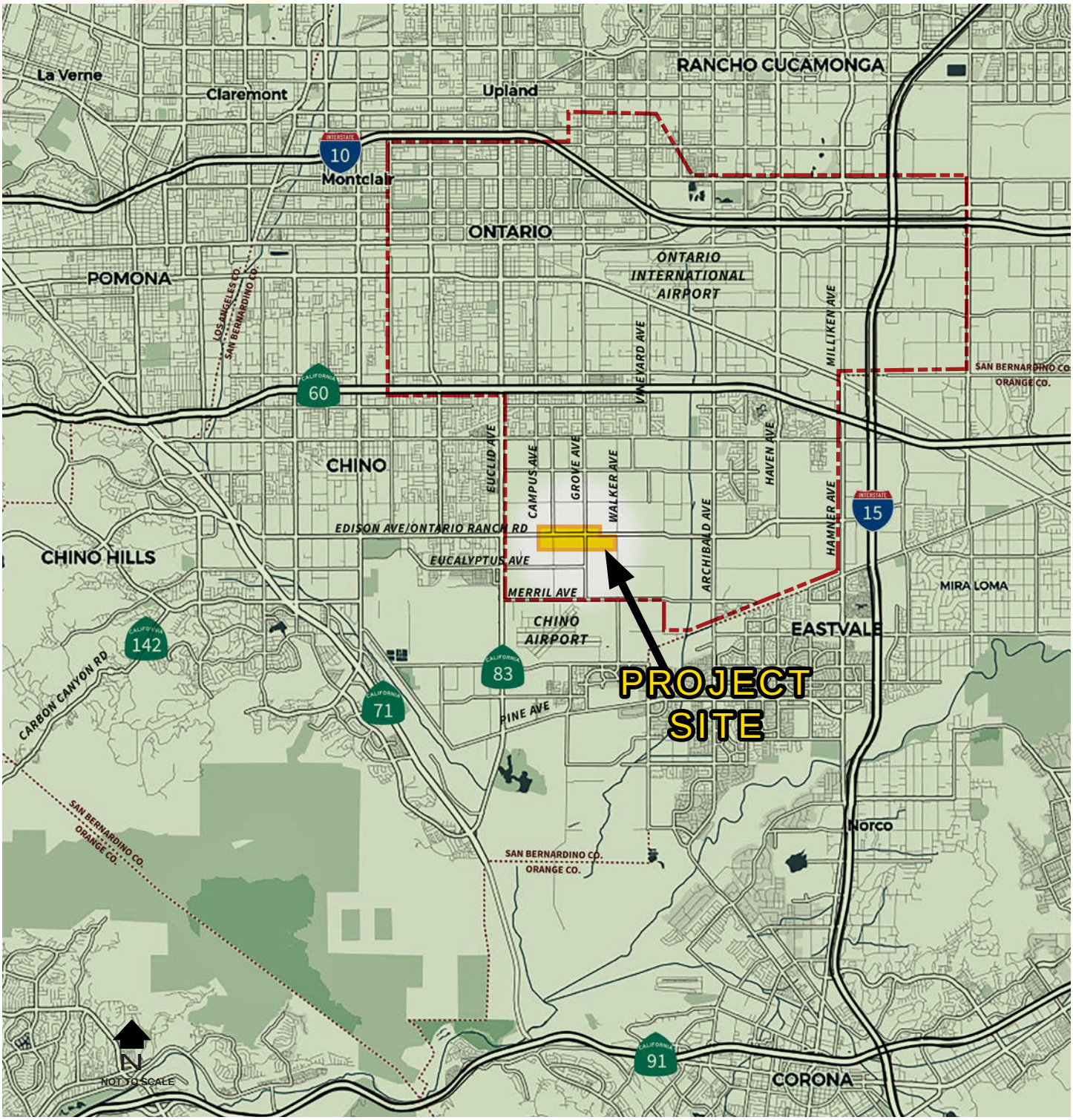

EXHIBIT 1-1 REGIONAL LOCATION MAP

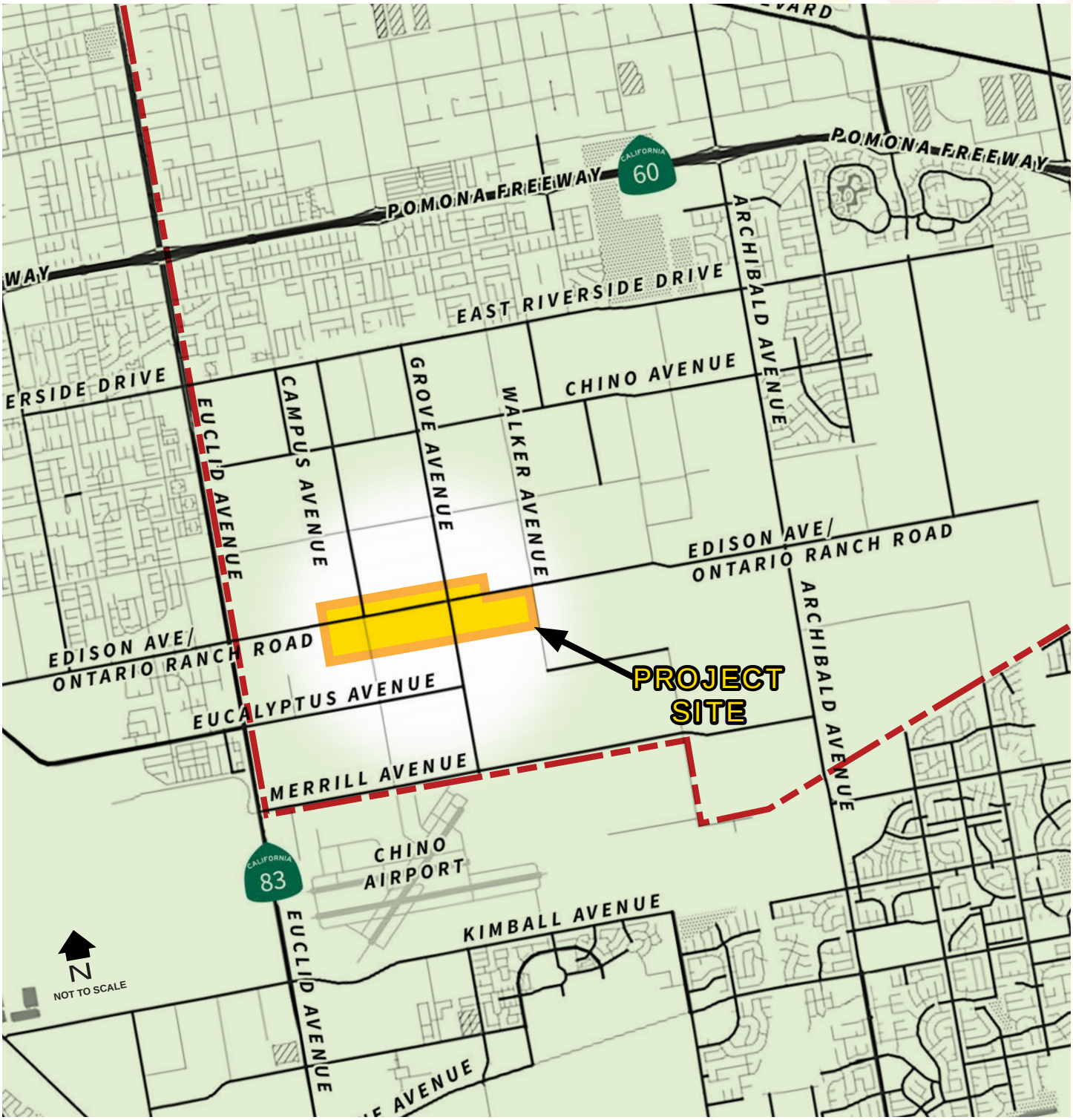

EXHIBIT 1-2 VICINITY MAP

Olmstead developed a series of Design Principles in his ambition to use landscape design to meet deep human needs extending the influence of landscape beyond garden decoration within a process he termed the "elegance of design" – the creation of a composition in which all parts were subordinate to an overall, single, coherent effect. The master planned vision for CenterPark is to create an elegant composition of homes and neighborhoods, combined with mixed-use opportunities for employment, retail, dining, entertainment experience, and recreational open space and scenery into a singular balance.

Throughout his career, Olmstead sought to exploit benefits of open space on society in general with his understanding of the relationship between community and recreational and cultural needs. He had visions of vast recreational and cultural achievements in the hearts of cities. He did not see parks as just vast meadows, but rather he saw them as places of harmony; places where people would go to escape life and regain their sanity. He wanted these parks to be available to all people.

> ***"If we analyze the operations of scenes of beauty upon the mind, and consider the intimate relation of the mind upon the nervous system and the whole physical economy, the action and reaction which constantly occur between bodily and mental conditions, the reinvigoration which results from such scenes is readily comprehended. The enjoyment of scenery employs the mind without fatigue and yet exercises it; tranquilizes it and yet enlivens it; and thus, through the influence of the mind over the body gives the effect of refreshing rest and reinvigoration to the whole system."***

The master planned community at CenterPark is reminiscent of Olmstead's vision for parks and recreational spaces integrated into the city core and available to all people. The community framework follows his principles of elegant design where development and open space are subordinate elements within an overall balance. CenterPark offers parks, trails and landscaped open spaces within walking and biking distance of all residential neighborhoods.

The plan for CenterPark establishes individual neighborhoods sited with tree-lined streets that encourage walking within and between neighborhoods. Residences are planned to front onto streets and open spaces including larger regional facilities and local neighborhood parks, recreational features and passive open space/gathering areas. A collection of smaller residential enclaves are intended to seamlessly integrate into overall character and "genius of space" envisioned for the CenterPark Community.

1.3 RELATIONSHIP TO THE ONTARIO PLAN

The Ontario Plan 2050 (TOP) *Exhibit LU-01, Land Use Plan* designates the CenterPark Specific Plan area (Specific Plan area) as Mixed-Use, Medium Density Residential (11.1 - 25.0 dwelling units per acre) and Open Space/Parkland. The Specific Plan Area is within the Chino Airport Overlay Zone. The Specific Plan area is zoned SP/AG (Specific Plan AG preserve), requiring approval from the City for development within the CenterPark Specific Plan area.

Based on the land use designations established with The Ontario Plan 2050 (TOP) Land Use Element, the following development requirements apply to the Specific Plan area:

- **Mixed-Use**. Mixed-Use development comprised of 10% Office with a maximum floor area ratio (FAR) of 0.70, 20% Retail with a maximum floor area ratio (FAR) of 0.30 and 70% Residential with a maximum density of 35 dwelling units per acre, is allowed. The Ontario Plan (TOP) allows up to 135,110 sq. ft. of office development, 115,809 sq. ft. of retail development and a maximum of 1,086 residential dwelling units within the Mixed-Use Planning Area of the CenterPark Specific Plan.
- **Residential**. Residential Medium Density development at 11.1 - 25.0 dwelling units per acre per The Ontario Plan adjusted gross acre is allowed. The TOP proposes 93.6 acres of Medium Density Residential land uses. At a target density of 22.0 du/ac, the TOP allows up to 3,207 total units.
- **Open Space - Parkland**. The TOP Land Use Plan depicts approximately 67.26 adjusted gross acres of Parkland.
- **Parks**. A minimum of 2 acres of Parkland per 1000 residents is required as part of the proposed residential development. The actual on-site park acreage requirement will be established with approval of future Tentative Tract Maps.

The CenterPark Land Use plan is illustrated in **Exhibit 1-3, Land Use Plan**. The CenterPark Specific Plan serves as the land use, zoning regulations and guidelines governing development of a new master planned community within the 257.34 acre Specific Plan area.

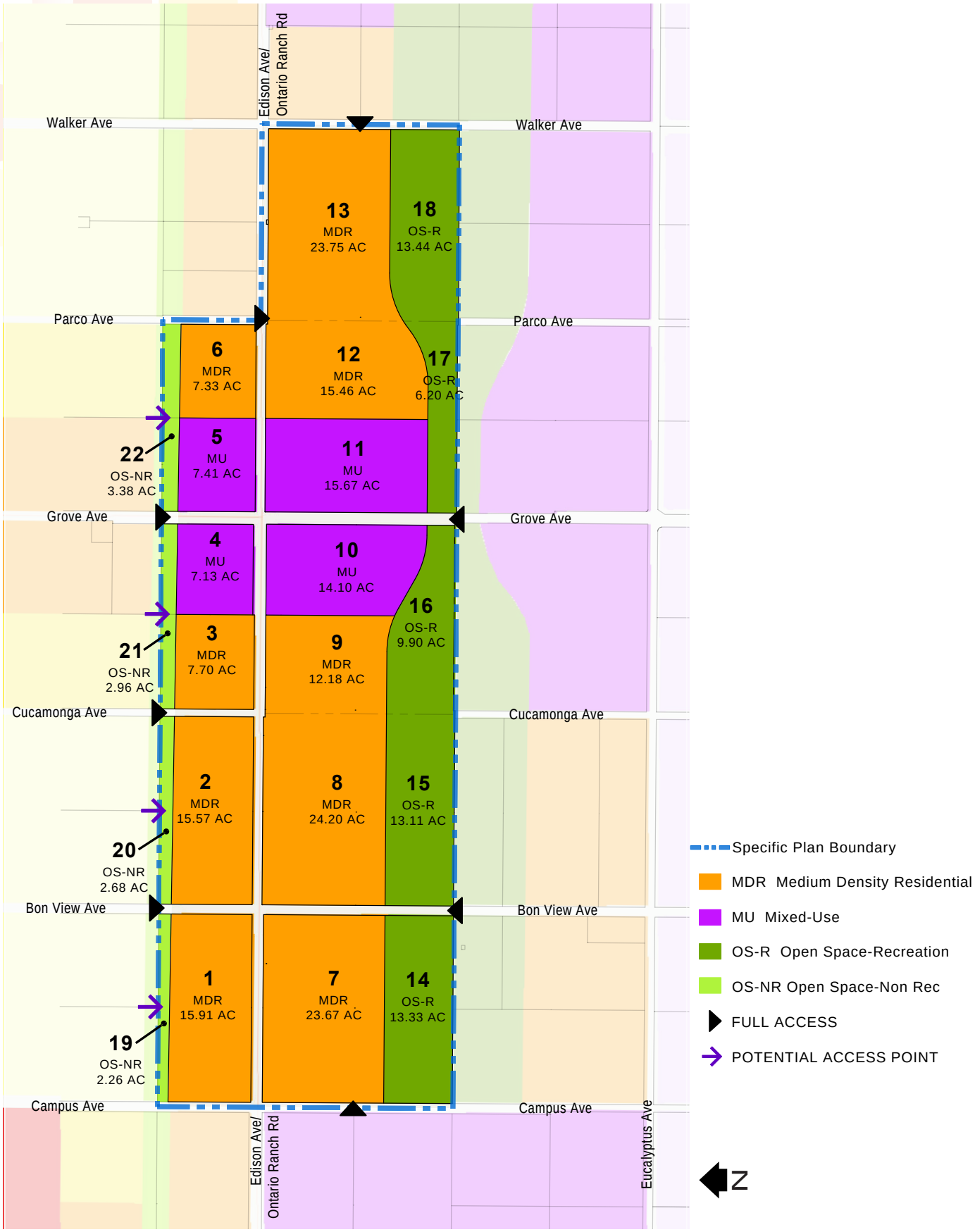

EXHIBIT 1-3 LAND USE PLAN

PA	LAND USE	TOP 2050 ACREAGE	DENSITY PER EIR	MAXIMUM UNITS	MAXIMUM RETAIL	MAXIMUM OFFICE
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
	RESIDENTIAL TOTAL	**176.79 AC**	**24.3 DU/AC**	**4,293 DU**		
	RETAIL TOTAL	**8.86 AC**			**115,809 SF**	
	OFFICE TOTAL	**4.43 AC**				**135,110 SF**
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
	OPEN SPACE TOTAL	**67.26 AC**				
	PROJECT TOTAL	**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

RETAIL in Mixed-Use areas = 20% of Mixed-Use acreage x 0.30 FAR

OFFICE in Mixed-Use areas = 10% of Mixed-Use acreage x 0.70 FAR

TABLE 1-1 LAND USE PLAN SUMMARY

1.4 GOVERNING DOCUMENTS

Development of CenterPark will be governed by the following planning and zoning documents:

- The Ontario Plan 2050 (TOP) which establishes policies governing land use, circulation, housing, conservation and open space, noise, safety and public facilities within the CenterPark Specific Plan area.
- The CenterPark Specific Plan which serves as the zoning regulations for the Specific Plan area and includes a Land Use Plan, Infrastructure Plan, Design Guidelines, Development Regulations and plans for implementation of development within CenterPark.
- The City of Ontario Development Code which shall govern where the CenterPark Specific Plan is silent.
- ONT/Airport Land Use Compatibility Plan Document.
- The City of Ontario Subdivision Ordinance which shall regulate the subdivision of land within CenterPark.
- Covenants, Conditions and Restrictions (CC&R's) to be established by the developers of CenterPark which shall provide a means of ensuring and enforcing quality design and development of the master planned community.
- Development Agreements which establish assurances that regulations contained within the Specific Plan will be in force during approved timelines and that development of public facilities within the CenterPark Specific Plan will occur pursuant to the terms and conditions approved by the City.
- The CenterPark Specific Plan Environmental Impact Report which evaluates the environmental impacts resulting from implementation of the development proposal and identifies methods to eliminate or reduce impacts to a less than significant level and a means for monitoring the methods through the development and operation of the project.

1.5 SPECIFIC PLAN COMPONENTS

In addition to Section 1, Executive Summary, the CenterPark Specific Plan is organized into the following sections:

SECTION 2 - INTRODUCTION

The Introduction serves to acquaint the reader with:

- The Specific Plan vision and objectives,
- The purpose of the Specific Plan,
- A general description of the project proposal,
- The authority and requirements of the Specific Plan,
- The entitlements required to implement development within the Specific Plan; and
- The relationship of the CenterPark Specific Plan to The Ontario Plan 2050 (TOP) and Ontario Development Code.

SECTION 3 - EXISTING CONDITIONS

The physical setting for CenterPark is described in this section outlining the existing physical conditions in and around the Specific Plan area.

SECTION 4 - DEVELOPMENT PLAN

This section describes the land use plan proposal and the necessary infrastructure and public services required as part of development of the proposed project. A summary of the City's land use and planning policies and regulations governing development of the Specific Plan area is provided with a description of the CenterPark land use plan including a detailed description of each residential and mixed-use planning area, the type and number of residential dwelling units and other uses allocated to each planning area and the areas allocated to the site, park sites and the system of trails planned within the community.

SECTION 5 - INFRASTRUCTURE

This section provides information in circulation improvements, planned backbone water, sewer, and storm drain systems, the grading concept for the project and a discussion of public facilities to serve the project site. Information on the infrastructure improvements to be constructed as part of project development is provided in this section to include a description of the planned circulation improvements, water, sewer, storm drain and water quality improvements, the grading concept for the development of the project, and a discussion of public utilities and services planned for CenterPark

SECTION 6 - DEVELOPMENT REGULATIONS

Development Regulations to govern allowable uses and regulate development of allowable land use within the Specific Plan are established in this section. The relationship of the CenterPark Specific Plan development regulations to the City of Ontario Development Code is also discussed. The policies and procedures for the City's review and approval of specific development projects proposed within CenterPark subsequent to Specific Plan approval are established in this section.

SECTION 7 - DESIGN GUIDELINES

The CenterPark Design Guidelines, which are intended to direct the site planning, landscaping, and architectural quality of the development are established in this section. Streetscapes, entries, edge treatments, walls and fencing, lighting, signage and architectural design are some of the features to be addressed in the Design Guidelines.

SECTION 8 - IMPLEMENTATION

The policies and procedures for the City's review and approval of specific development proposals, within the CenterPark Specific Plan, are established in this section. This section provides the methods and procedures for interpreting and amending the CenterPark Specific Plan as necessary. A summary of project financing and project maintenance responsibilities for new development within the Specific Plan area is provided in this section.

SECTION 9 - GENERAL PLAN CONSISTENCY

This section provides a matrix comparing the goals and policies of The Ontario Plan 2050 (TOP) applicable to the Specific Plan and the consistency of the CenterPark Specific Plan to each policy of The Ontario Plan 2050.

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SECTION 2: INTRODUCTION

The CenterPark Specific Plan is a comprehensive plan for development of a balanced community consisting of neighborhood commercial, varied residential and a variety of open space uses on approximately 258 acres in the City of Ontario. The site is located within a region known as the Ontario Ranch, which is transitioning from historical agricultural uses to urban development. The site is bounded by a SCE Easement located approximately 330 ft. north of Ontario Ranch Road, and by Campus Avenue on the west and Walker Avenue on the east.

CenterPark is designed in a village concept comprised of several distinct residential neighborhoods, all located within walking and biking distance to mixed-use areas and public and private parks. The Community is focused around a large centrally located regional park that comprises approximately 56.0 acres and extends from Campus Avenue on the western boundary across the entire site to the eastern boundary at Walker Avenue. This central regional park is part of a larger, City-wide parkland element that connects the City's Grand Park on the eastern end of the Ontario Ranch to the future Mixed-Use activity area designated on The Ontario Plan 2050 (TOP) at the southeast corner of Ontario Ranch Road and Euclid Avenue.

2.1 PURPOSE AND INTENT OF THE SPECIFIC PLAN

The purpose and intent of the CenterPark Specific Plan is to comprehensively describe the proposed commercial, residential and open space/recreational land uses planned for the project site. An ordinance adopting the CenterPark Specific Plan establishes the zoning for the proposed planned development and defines the permitted uses, development regulations, design guidelines governing future development as well as the procedures and requirements to approve and implement that development in a manner consistent with the City of Ontario Plan (TOP) General Plan.

The purpose and intent of the CenterPark Specific Plan is established on the following guiding principles:

- Establish a comprehensive land use plan and development standards designed to address the unique features of the Specific Plan area;
- Implement the City's goals and policies as established in The Ontario Plan (TOP) for the Specific Plan area and establish a mechanism for the implementation of the AG/SP zoning designation for the Specific Plan area;
- Establish design guidelines to guide the City's review and approval of subsequent development applications for Mixed-use and residential development projects such as subdivision maps, development plans, landscape plans, grading plans, and building plans; and
- Provide a plan that ensures development of the Specific Plan area is accomplished in a uniform and cohesive manner.

2.2 SPECIFIC PLAN VISION AND OBJECTIVES

The vision for CenterPark is established through the following key objectives which will result in the design and development of a traditional, walkable community that encourages an outdoor lifestyle, promotes interaction among neighbors and provides a sense of place and community identity for residents.

2.2.1 Objective: Design CenterPark as a Living Community

CenterPark is designed as a livable community consisting of unique neighborhood commercial and retail development, distinct residential neighborhoods and a park and open space system that are functional, emphasize social interaction and are identifiable through implementation of the following community design features:

- Locally serving commercial neighborhood designed to be identifiable to the surrounding community and integrated into the overall planned development, visually and physically connected.
- A traditional village setting comprised of a series of neighborhoods designed with a pattern of smaller, walkable blocks that promote access, activity and safety.
- Neighborhood streets designed in a simple grid-like system creating short blocks to promote a neighborhood feeling.
- Streets incorporating traffic-calming techniques such as landscaped areas adjacent to roadways and City approved intersection chokers intended to encourage drivers to reduce their speed and create a pedestrian friendly environment.
- Landscaped parkways adjacent to sidewalks separated from the curb to create a pedestrian friendly environment.
- Diversity in architectural design and homes fronting the street with varying lot sizes to enhance the pedestrian experience and instill a sense of place and belonging for residents.
- A choice of housing types provided to address a diversity of lifestyles and varying economic segments of the marketplace.
- Residential floor plans that encourage views onto the street, de-emphasize the visual and physical dominance of garages and provide front porches and courtyards along the street to encourage interaction and activity along streets and sidewalks.
- A system of parks providing active and passive recreation facilities, passive open space areas and walkway connections for informal neighborhood interaction.
- Pedestrian and bicycle connectivity among all residential neighborhoods, areas and parks within CenterPark through a comprehensive network of pedestrian walkways and bicycle trails offering opportunities for walking and biking throughout the entire community and to destinations outside of the community.

2.2.2 Objective: Create a Comprehensive Circulation System for Multiple Modes of Travel

Street design within CenterPark strengthens connectivity and enhances community identity through improvements to the public right of way such as entry monuments, street trees, landscaped parkways, decorative street lighting and street furniture. Parks and open space areas are connected with the surrounding neighborhoods by walkways and trails providing connectivity and accessibility to future residents and the general public. The plan for CenterPark provides a system of streets designed for the safe and efficient movement of automobiles while also improving walkability and biking opportunities through the following community design features:

- Neighborhood street patterns that provide access between neighborhoods and discourage through traffic.
- A local street system that is logical and understandable for the user avoiding circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials.
- Streets designed to include landscaped parkways and pedestrian walkways separated from the street encourage walking and social interaction.
- Local streets designed to slow vehicular traffic to promote walkability through the use of traffic-calming devices, landscaped areas adjacent to streets and narrowed intersections to influence a driver's peripheral vision and encourage drivers to proceed more slowly.
- A system of City-wide and local bike ways integrated into the design of the community to encourage bicycle travel as an alternative to the automobile.
- Neighborhoods and parks that are linked by pedestrian paths and greenways which also serve to establish connective and gathering features within and between neighborhoods in the CenterPark Specific Plan area.

2.2.3 Objective: Provide for City-Planned Public Community Facilities and Services

The CenterPark Specific Plan provides for the development of required public facilities to serve the community as follows:

- New water, sewer, storm drain and water quality facilities consistent with City's Technical Master Plans.
- Development of new bike paths as part of project development providing links of a public bike trail system consistent with the City's Bikeway Master Plan.
- Provision of 56 acres of regional open space – parkland to allow for a centrally located regional public open space facility.
- Development of new on-site parks at a ratio of 2 acres of developed park space per 1,000 residents including the development of private parks within the community and smaller pocket parks within each neighborhood.

2.2.4 Objective: Integrate Parks and Trails into the Framework of CenterPark

The master plan for CenterPark will provide new parks, trails and landscaped open space areas to enhance the public realm and provide outdoor recreational opportunities for residents of CenterPark and the surrounding community as follows:

- Provision of a central regional park to include recreational amenities such as playgrounds, gathering areas, walking trails and other public amenities consistent with the City of Ontario programming for future public parks and subject to the approval of the Community Development Director.
- Development of privately maintained neighborhood parks, community facilities, pocket parks and open space trails and walkways within each neighborhood.
- Proposed amenities will include open park spaces, passive and active park areas and greenbelts to provide a diversity of open spaces that meet the needs of the community.
- Improvement of landscaped open space within the neighborhood edges to include pedestrian trails adjacent to public arterial and collector streets.

2.2.5 Objective: Compose "A Genius of Place" through Exceptional Planning and Distinct Architecture

Diverse and varied architecture combined with comprehensive site planning within CenterPark will produce neighborhoods that have aesthetic and functional harmony, preserve residents' privacy and encourage neighborhood interaction. The Design Guidelines for CenterPark provides a strong sense of place through the following community design features.

- Architectural theme and place-making incorporated into buildings, streetscape furniture/ design elements, lighting and signage creating an overall community character.
- Individual interpretation of the overall intended community character within the commercial center and individual neighborhoods to encourage diversity of architecture within an overall planned aesthetic theme.
- Homes designed at a human scale with porches, stoops and walkways providing gathering places for neighbors and encouraging interaction among neighbors.
- A variety of home styles within the Specific Plan area, all of which are located within walking and biking distance to the parks.
- Homes oriented to the street and comprised of a variety of architectural styles adding interest to the street scene, creating a unique walking experience and encouraging neighborhood interaction along the street.
- Traditional building types with views of garage doors minimized through setback requirements, location, design elements and landscaping.
- Streets linked together in a manner which is pedestrian-friendly but also auto-accessible enabling residents to either walk or bike from neighborhoods to the parks.

2.3 PROJECT SUMMARY

The CenterPark Land Use Plan is outlined in Section 1's **Table 1-1, Land Use Plan Summary** and described below.

2.3.1 Mixed-use Development

Mixed-Use development comprised of 10% Office with a maximum floor area ratio (FAR) of 0.70, 20% Retail with a maximum floor area ratio (FAR) of 0.30 and 70% Residential with a maximum density of 35 dwelling units per acre, is allowed. The Ontario Plan (TOP) allows up to 135,110 sq. ft. of office development, 115,809 sq. ft. of retail development and a maximum of 1,086 residential dwelling units within the Mixed-Use Planning Area of the CenterPark Specific Plan.

2.3.2 Residential Uses

A variety of residential housing types may be developed up to 5 stories maximum height. The maximum allowable units within the CenterPark Specific Plan is not to exceed 4,293 units. The blending of residential densities within the plan is encouraged as long as the density within any one planning area does not exceed 35 du/ac in the mixed-use zone and does not exceed 25 du/ac in the overall Specific Plan area.

The following housing types are allowed within the Specific Plan area:

- **Conventional SFD - 2 Story**. This housing type includes conventional single family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with 1 and 2 story buildings.
- **Small Lot/Cluster SFD - 2/3 Story**. This housing type includes conventional single-family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with buildings up to 3 stories tall.
- **Attached SFA - 2 Story**. This housing type includes duplexes/paired homes, triplexes, townhomes/ rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 2 stories tall.
- **Attached SFA - 3 Story**. This housing type includes duplexes/paired homes, triplexes, townhomes/ rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 3 stories tall.
- **Attached SFA/Multi-Family - 3+ to 5 Story**. This housing type includes attached homes, including condominium and apartment developments, with buildings greater than 3 stories tall with a maximum of 5 story buildings.

2.3.3 Parks, Trails and Open Space

The CenterPark open space concept is oriented around a large public regional park comprised of 55.98 acres. The plan includes a system of private parks that will be well distributed throughout the Specific Plan area, within the residential neighborhoods. Each private park will have a minimum of 0.25 acres and include a variety of facilities to serve the needs of the future residents.

Enhanced neighborhood edges will include pedestrian walkways providing connectivity to and from the Specific Plan area and to the street, separated public sidewalks, private pedestrian walkways and pathways to be developed within the community, connecting all residential neighborhoods to the central park and several private parks.

Parks provided on-site will be consistent with TOP. Actual required park acreage will be determined at the time of tentative tract map approval.

An overall Conceptual Open Space Plan and Program will be developed and approved concurrently with each subdivision map in each Planning Area. At a minimum the plan will indicate the location and size of parks proposed within the map area and will include proposed amenity features within the area to be mapped as well as amenity program listing the proposed facilities for the private amenities within the remainder of the Specific Plan area.

The Grand Park will be designed and constructed per the Ontario Grand Park Conceptual Master Plan. The developer and the City of Ontario will work together to ensure that the public regional park will be constructed concurrently with the build-out of the Specific Plan in a phased manner. The details of this partnership will be included in the development agreement accompanying the approval of the Specific Plan.

2.4 AUTHORITY AND REQUIREMENTS

2.4.1 Authority

State of California Government Code, Title 7, Division 1, Chapter 3, Article 8, Section 65453 and 65353 grants authority to cities to adopt Specific Plans for purposes of implementing the goals and policies of their General Plans. The Government Code specifies that Specific Plans may be adopted either by resolution or by ordinance and that the Specific Plan is required to be consistent with the General Plan. When adopted by the City of Ontario by ordinance, the CenterPark Specific Plan shall establish the land use and zoning regulations for development of the Specific Plan area.

2.4.2 Statutory Requirements of the Specific Plan

California Government Code Section 65451 mandates that a Specific Plan be structured as follows:

1. A Specific Plan shall include a text and a diagram or diagrams, which specify all of the following in detail:
   - The distribution, location and extent of the uses of land, including open space, within the area covered by the plan;
   - The proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan;
   - Standards and criteria by which improvements will proceed, standards for the conservation, development and utilization of natural resources, where applicable;
   - A program of implementation measures including regulations, programs, public works projects and the financing measures necessary to carry out 1, 2 and 3 above;
   - A statement of the relationship of the Specific Plan to The Ontario Plan (TOP) - General Plan.

The CenterPark Specific Plan meets the requirements of the State of California Government Code.

2.5 RELATIONSHIP TO THE ONTARIO PLAN (TOP) AND ZONING

2.5.1 The Ontario Plan (Policy Plan)

The Ontario Plan (TOP) designates the Specific Plan area for the following land uses:

- Mixed-use development comprised of 10% Office with a maximum floor area ratio (FAR) of 0.70, 20% Retail with a maximum floor area ratio (FAR) of 0.30 and 70% Residential with a maximum density of 35 dwelling units per acre, is allowed. The Ontario Plan (TOP) allows up to 135,110 sq. ft. of office development, 115,809 sq. ft. of retail development and a maximum of 1,086 in mixed-use units.
- Medium Density Residential (11.1 to 25.0 dwelling units per acre) with a minimum of 1,603 residential units and a maximum development capacity of 3,207 residential units. The CenterPark Specific Plan proposes a maximum average overall density of 22.0 units per the TOP Adjusted Gross Acreage consistent with the City's TOP policies. The table below provides a breakdown of the number of units allowed per Planning Area.
- A 55.98 acre public regional park within the CenterPark Specific Plan.
- Private improved parks at a ratio of 2 acres per thousand population. The CenterPark Specific Plan provides for development of private parks, greenbelts and trails consistent with the City's TOP policies.

The CenterPark Specific Plan Land Use Plan is consistent with The Ontario Plan 2050 (TOP). For more detailed information, see the Policy Consistency Matrix in Section 9.

2.5.2 Zoning

The City of Ontario has zoned the Specific Plan area as SP/AG (Specific Plan/AG preserve).

The zoning designation of "SP" requires approval of a Specific Plan to implement the goals, policies and objectives of The Ontario Plan. The CenterPark Specific Plan is designed to meet the requirements of the State of California Government Code and The Ontario Plan. The City of Ontario will adopt the CenterPark Specific Plan by ordinance, thereby establishing the land use and zoning regulations for the development of the Specific Plan area. The requirements of the Specific Plan shall take precedence over the City of Ontario Development Code. In instances where the Specific Plan is silent, the City of Ontario Development Code shall prevail.

2.6 DEVELOPMENT APPROVAL

COMPONENTS

The components of the development approval process for projects within CenterPark are discussed below.

2.6.1 Specific Plan

The CenterPark Specific Plan, when adopted, provides the land use and development standards and zoning regulations for the Specific Plan area. It serves as a "blueprint" for development by establishing the distribution of land use and criteria for development as set forth herein. The CenterPark Specific Plan also serves as the legal document to implement the General Plan goals, objectives and policies established in The Ontario Plan for the Specific Plan area.

2.6.2 Development Agreement

Unless developed in a coordinated manner and with adequate fiscal planning, development projects within the City are likely to present a challenge in their implementation due to the lack of existing public facilities that include streets, sewage, transportation, drinking water, schools and utility facilities. California law establishes a mechanism for ensuring the adequate provision of such facilities while providing assurances to applicants that, upon project approval, applicants can proceed with their projects.

Approval of the CenterPark Specific Plan will be followed by an application for approval of development agreements to encourage investment in and commitment to comprehensive planning as envisioned by the City, which seeks to maximize efficient utilization of resources at the least economic cost to the public. A statutory development agreement, authorized pursuant to California Government Code Sections 65869.5 et seq., shall be required as part of the approval of the CenterPark Specific Plan.

The development agreements shall include, but not be limited to, methods for financing acquisition and construction of infrastructure, acquisition and development of adequate levels of parkland and schools, as well as the provision of adequate housing opportunities for various segments of the community consistent with the City's regional housing needs assessments.

The above mentioned development agreements must be fully approved prior to or concurrent with the approval of any Tentative Tract Map submitted within this Specific Plan area.

2.6.3 Subdivision Maps

A tentative tract map(s) will be submitted by the applicant for approval by the City of Ontario for the CenterPark Specific Plan area indicating the approximate location of lot lines, streets and proposed grading. Following approval by the City of the tentative tract map(s), a final map(s) will be prepared for acceptance by the City. The final map(s) becomes a legal document that is recorded and defines legal parcels and lots that can be sold for development.

2.6.4 Development Plan Review

All development proposals for individual Planning Areas within the CenterPark Specific Plan will be subject to the Development Plan Review process pursuant to the City's Development Code.

2.7 CEQA COMPLIANCE

A Project Environmental Impact Report (EIR) prepared for the City of Ontario for the CenterPark Specific Plan, in accordance with the California Environmental Quality Act (CEQA), evaluates impacts associated with the Specific Plan and subdivision map(s). The EIR recommends mitigation measures to reduce impacts of the project to a less than significant level. The EIR serves as the required CEQA environmental review for the Specific Plan and provides a basis for the required CEQA environmental review of all subsequent discretionary and ministerial actions.

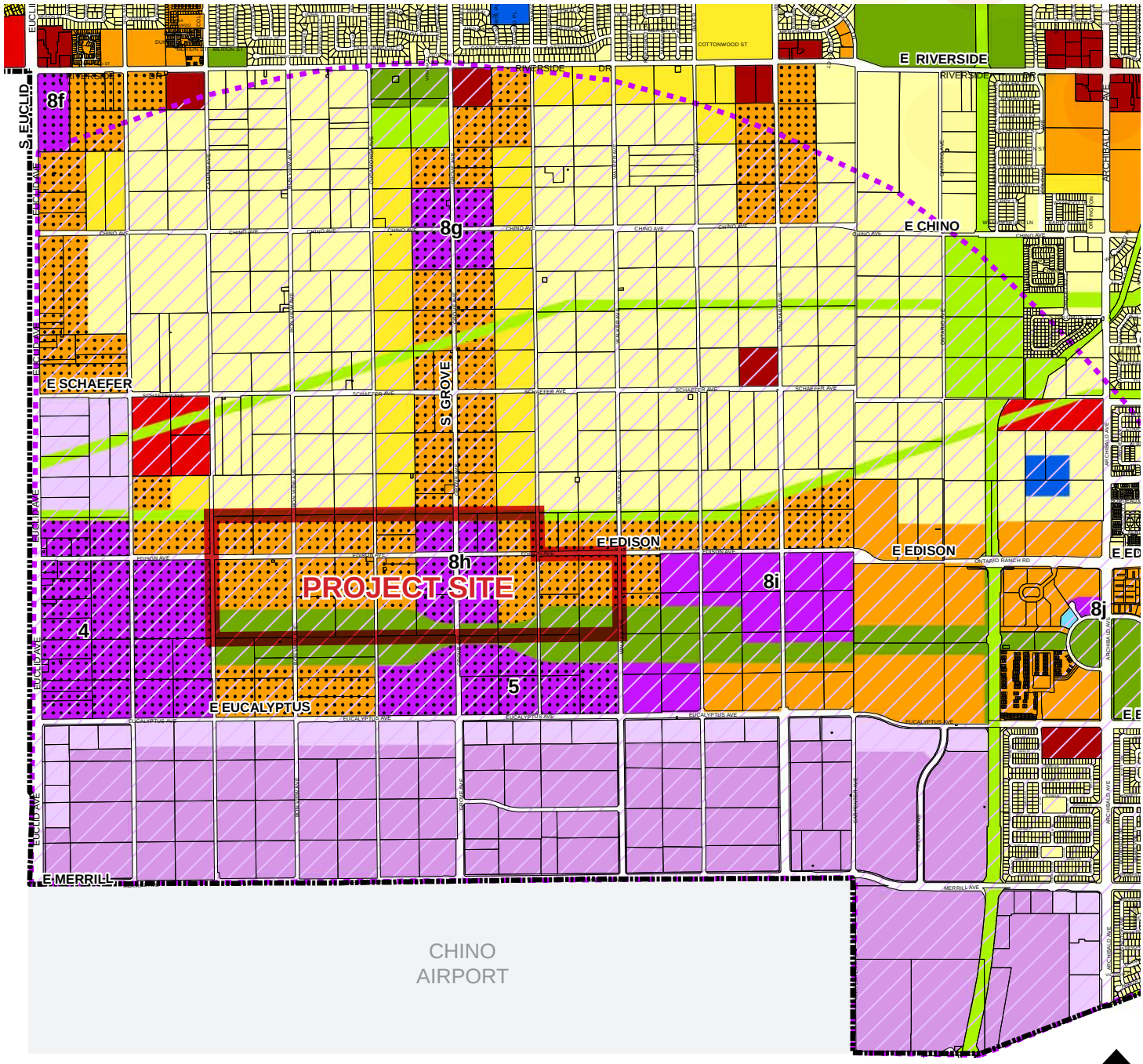
2.8 AIRPORT INFLUENCE AREAS

ONTARIO INTERNATIONAL AIRPORT

The Ontario International Airport Land Use Compatibility Plan (ONT ALUCP) was adopted by the Ontario City Council on April 19, 2011. The purpose of a compatibility plan is to avoid conflicts between airport operations and surrounding land uses. The Specific Plan area is not within the safety, noise impact or airspace protection zones of the ONT ALUCP; however, it is within the Airport Influence Area, as is the entire City of Ontario.

CHINO AIRPORT

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The Specific Plan is located within the Airport Influence Area of Chino Airport, Overflight Notification Zone and Airspace Protection Zone.



LEGEND

Residential
- Rural (0 - 2 du/ac)
- Low Density (2.1 - 5 du / ac)
- Low-Medium Density (5.1 - 11 du / ac)
- Medium Density (11.1 - 25 du / ac)
- High Density (25.1 - 45 du / ac)

Mixed Use
- Mixed Use

Retail/Service
- Neighborhood Commercial (0.4 FAR)
- General Commercial (0.4 FAR)
- Office Commercial (0.75 FAR)
- Hospitality (1.0 FAR)

Employment
- Business Park (0.6 FAR)
- Industrial (0.55 FAR)

Other
- Open Space - Non-Recreation
- Open Space - Parkland
- Open Space - Water
- Public Facility
- Public School
- Airport
- Rail
- Landfill

Overlays
- Business Park
- Industrial
- Landfill Impact Area
- AH - Affordable Housing
- Chino AIA - Chino Airport Influence Area

EXHIBIT 2-1 CHINO AIRPORT INFLUENCE AREA

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SECTION 3: EXISTING CONDITIONS

This section, Existing Conditions, describes the existing physical conditions within and surrounding the CenterPark Specific Plan.

3.1 PROPERTY OWNERSHIPS

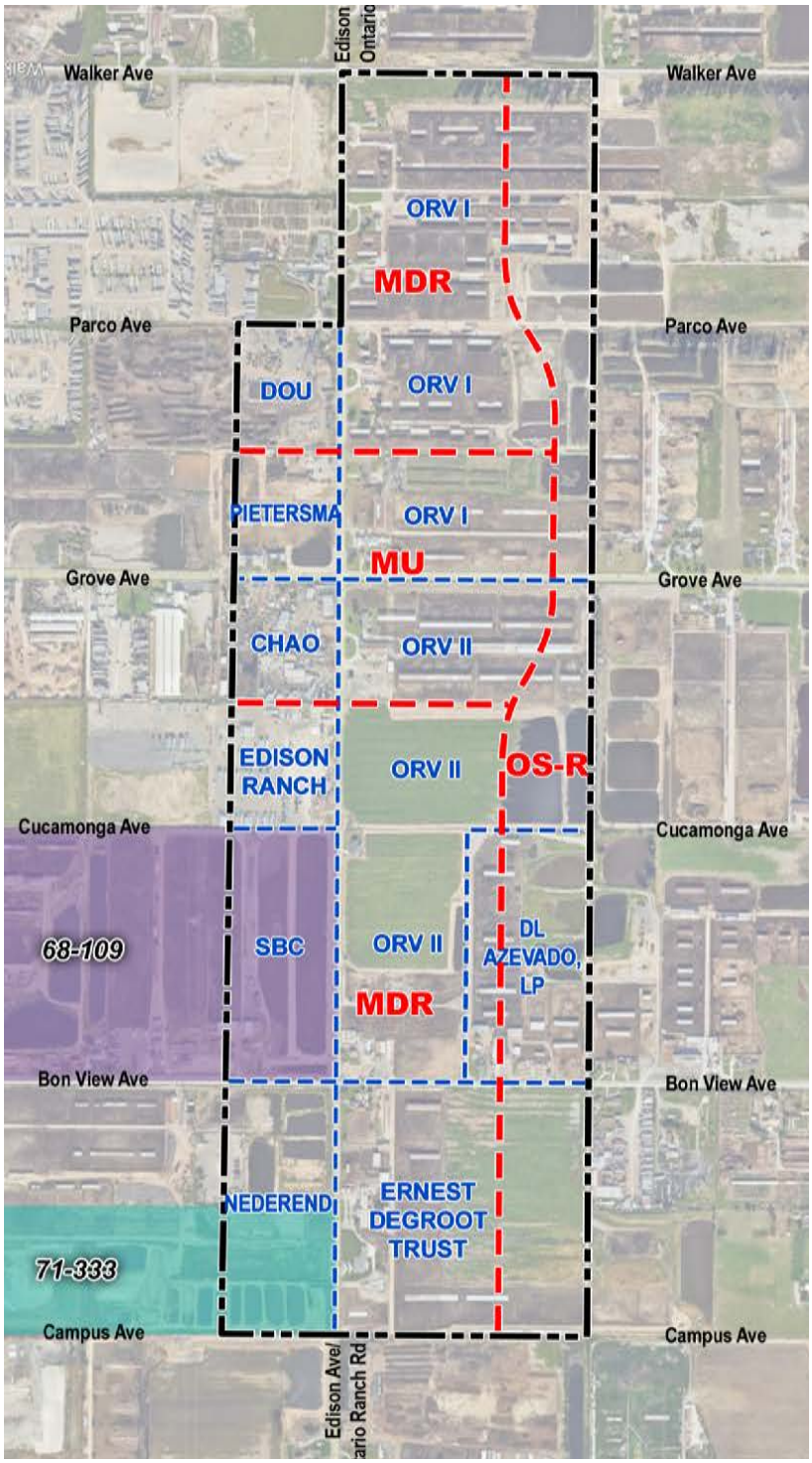
The CenterPark Specific Plan area is comprised of approximately 246.1 adjusted gross acres, excluding additional dedications to expand current roadways to the ultimate master planned ROW and required neighborhood edges per the City of Ontario Master Plan of Streets. The Specific Plan area consists of twenty eight parcels under ten different ownerships. The recorded parcels within the CenterPark Specific Plan are shown on **Exhibit 3-1, Assessor's Parcel Numbers**.

EXHIBIT 3-1 ASSESSOR'S PARCEL NUMBERS

3.2 WILLIAMSON ACT CONTRACTS

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contract with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments that are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

The Williamson Act Program is designed as a mechanism for the preservation of agricultural and open space lands in the State of California. The 258 acres of the Specific Plan area do not have active Williamson Act Contracts. The current property ownership and status of the agricultural contracts are shown on **Exhibit 3-2, Property Ownership and Williamson Act Contract Status**.



EXPIRATION DATES:

- 2027
- 2028

EXHIBIT 3-2 PROPERTY OWNERSHIP AND WILLIAMSON ACT CONTRACT STATUS

3.3 EXISTING ON SITE IMPROVEMENTS

The CenterPark Specific Plan area has historically been used for agricultural purposes, primarily for dairy and field crop farming. The Specific Plan area is generally undeveloped with existing agricultural operations and rural residences scattered throughout the area, as illustrated on **Exhibit 3-3, Existing and Surrounding Land Uses**. Rural residential housing, farm buildings and other ancillary facilities occupy those areas not in active agricultural production. The natural vegetation and soil conditions that once occurred throughout the project area have been significantly altered through agricultural uses, leaving little or no native vegetation.

There are several dairy farm related buildings and structures within the project site that are considered potential historic resources by the City of Ontario. Dairy farm related buildings and structures over 45 years or older have been identified, documented and evaluated for national, state and local historic significance as part of the environmental review for the project.

Properties with buildings and/or structures that have been surveyed and determined to meet local and state designation criteria, will be considered for adaptive reuse, relocation or other mitigation measures as required by the City of Ontario Historic Preservation Commission.

3.4 SURROUNDING LAND USE CHARACTERISTICS

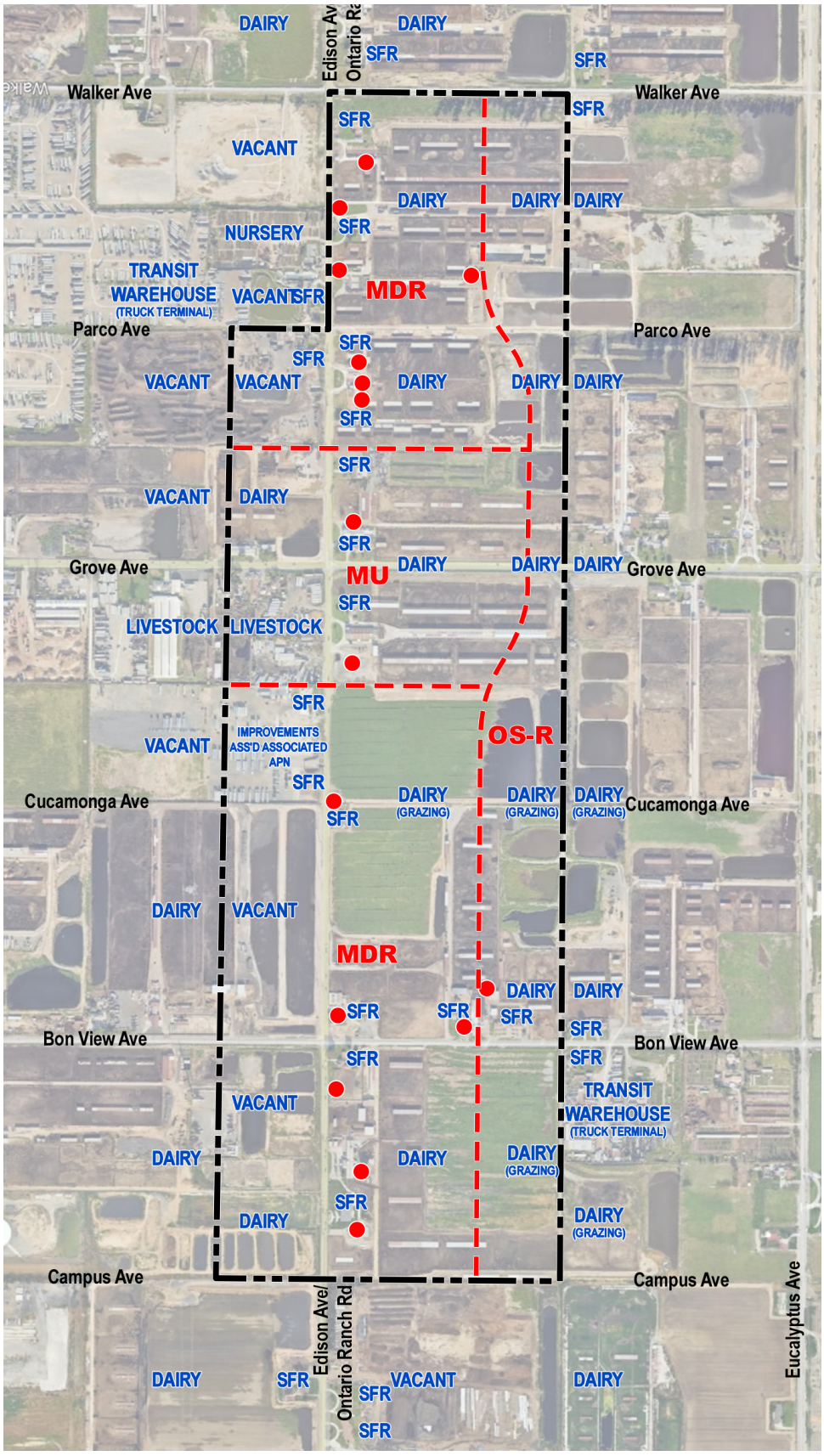
Land uses adjacent to the Specific Plan area include:

- North: Nursery/Field Crops, Dairy Operations and Rural Residential
- South: Dairy Operations and Rural Residential
- West: Field Crops, Dairy Operations and Rural Residential
- East: Field Crops, Dairy Operations and Rural Residential

The Ontario Plan (TOP) designates the undeveloped areas located north of the Specific Plan area as Low Density Residential (LDR), Low Medium Density Residential (LMDR) and Medium Density Residential (MDR).

The area to the west of the Specific Plan area is designated as Medium Density Residential (MDR) and Mixed-Use (MU), and the area to the east of the Specific Plan area is designated as Medium Density Residential (MDR) and Recreational Open Space (OS-R) and is within the Chino Airport Overlay area.

The current TOP land use designations for the undeveloped areas located south of the Specific Plan are Recreational Open Space (OS-R), Mixed-Use (MU) and Medium Density Residential (MDR) and they are within the Chino Airport Overlay area.



EXISTING TOP LAND USE BOUNDARIES

EXISTING WELLS

EXHIBIT 3-3 EXISTING AND SURROUNDING LAND USES

EXHIBIT 3-4 EXISTING CONDITIONS KEYMAP

1 Views of intersection between Campus Ave and SCE Easement

2 Views of intersection between Bon View Ave and SCE Easement

3 Views of intersection between Cucamonga Ave and SCE Easement

4 Views of intersection between Grove Ave and SCE Easement

5 Views of intersection between Parco Avenue and SCE Easement

6 Views of intersection between Campus Ave and Ontario Ranch Rd

7 Views of intersection between Bon View Ave and Ontario Ranch Rd

8 Views of intersection between Cucamonga Ave and Ontario Ranch Rd

9 Views of intersection between Grove Ave and Ontario Ranch Rd

10 Views of intersection between Parco Avenue and Ontario Ranch Rd

11 Views of intersection between Walker Ave and Ontario Ranch Rd

12 Views of intersection between Campus Ave and (future) City of Ontario Grand Park

13 Views of intersection between Bon View Ave and (future) City of Ontario Grand Park

14 Views of intersection between Cucamonga Ave and (future) City of Ontario Grand Park

15 Views of intersection between Grove Ave and (future) City of Ontario Grand Park

16 Views of intersection between Parco Avenue and (future) City of Ontario Grand Park

17 Views of intersection between Walker Ave and (future) City of Ontario Grand Park

3.5 TOPOGRAPHY

The Specific Plan area is relatively flat and generally slopes to the south as illustrated on **Exhibit 3-5, Existing Site Topography**. The site falls at an average slope of approximately 0.8% to 2.0%. The Specific Plan area generally drains to the south towards Eucalyptus Avenue, and into the Lower Cucamonga Spreading Grounds.

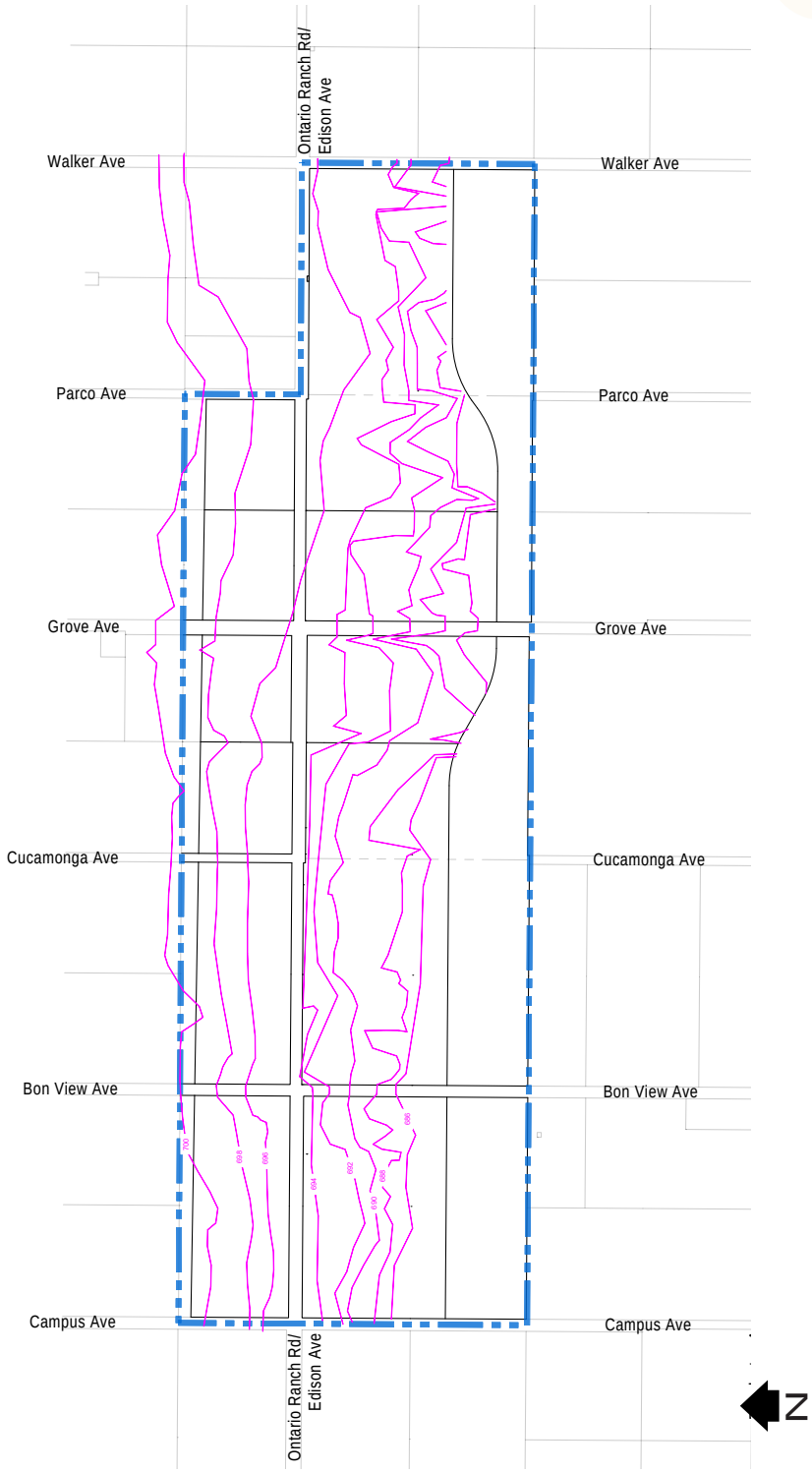


EXHIBIT 3-5 EXISTING SITE TOPOGRAPHY

3.6 EXISTING CIRCULATION AND ACCESS

- State Route 60 (SR 60) is located two and one quarter miles north of the CenterPark Specific Plan. Currently the Specific Plan area connects to SR 60 through two major streets. These are Vineyard Avenue, located 1/2 mile east of the Specific Plan area, and Grove Avenue, which is located west of the Specific Plan area. Proposed on-site circulation improvements are discussed in greater detail in *Section 4, Land Use Plan*.

- Ontario Ranch Road is designated as an "8-Lane Other Principal Arterial Road" (160 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan and bisects the northern portion of the CenterPark Specific Plan boundary in an east/west direction. The existing Ontario Ranch Road is two paved lanes for east and west bound traffic with unpaved shoulders.

- Grove Avenue is designated as a "4-Lane Other Principal Arterial Road with multipurpose trail" (124 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. It bisects the CenterPark Specific Plan boundary in a north/south direction. The existing Grove Avenue is two paved lanes for north and south bound traffic with paved shoulders on each side.

- Walker Avenue is designated as a "2-Lane Collector Street" (88 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. It borders the CenterPark parcel to the east.

- Campus Avenue is designated as "4-Lane Minor Arterial Road" (108 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. Campus Avenue borders the CenterPark parcel to the west and it's currently a narrow rural paved roadway.

- Bon View Avenue is designated as "2-Lane Collector Street" (66 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. Bon View Avenue traverses the CenterPark parcel to the west and it's currently a narrow rural paved roadway.

- South Cucamonga Avenue and Parco Avenue are shown on the TOP Land Use plan, but are not part of the City's street master plan. They will be designed as Local Streets (60 ft. ROW). These streets are not currently paved or are partially paved in the general vicinity of the CenterPark Specific Plan. South Cucamonga Avenue and Parco Avenue are proposed to terminate at the north end of the Grand Park. The existing ROWs will be abandoned within the Grand Park property and to the south.

3.7 EXISTING INFRASTRUCTURE /UTILITIES / PUBLIC SERVICES

3.7.1 Potable Water

The Specific Plan area lies within the 925 Pressure Zone. An existing 16-inch and 24-inch water main, located in Eucalyptus Avenue, provides water to the existing development to the south of the CenterPark Specific Plan. The developer of the CenterPark Specific Plan is responsible for extending water lines in the City master planned collector streets north to the Specific Plan area. On-site uses within the Specific Plan area are currently served by private wells, as illustrated on **Exhibit 3-3, Existing and Surrounding Land Uses**.

Upon development of the well site areas, these wells, or any other wells found on the property, will be abandoned per California Department of Water Resources Health Guidelines and the City of Ontario Guidelines. In compliance with the Chino Basin Water Master's Well Procedure for Developers, a well use/ destruction plan and schedule for all existing private/agricultural wells shall be submitted to the City of Ontario for approval prior to the issuance of permits for any construction activity. If a private well is actively used for water supply, the Developer shall submit a plan to abandon such well and connect users to the City's water system (residential to the domestic water system and agricultural to the recycled water system) when available. Wells shall be destroyed/abandoned per the California Water Resource Guidelines and require permitting from County Health Department. A copy of such permit shall be provided to the Engineering and Ontario Municipal Utilities Company (OMUC) prior to issuance of grading and/or building permits. If the Developer proposes temporary use of an existing agricultural well for purposes other than agriculture, such as grading, dust control, etc., the developer shall make a formal request to the City of Ontario for such use prior to issuance of permits for any construction activity. Upon approval, the Developer shall enter into an agreement with the City of Ontario and pay any applicable fees as set forth by the agreement. Existing wells may be converted to groundwater monitoring wells if feasible, at the City's discretion.

3.7.2 Recycled Water

The existing rural residential and agricultural development within the CenterPark Specific Plan area has available recycled water. There is an existing 30" IEUA (Inland Empire Utilities Agency) recycled water line in Ontario Ranch Road, within the Specific Plan area, extending from the eastern boundary at Walker Avenue to Bon View Avenue and southerly in Bon View to Eucalyptus Avenue outside of the Specific Plan boundary. The developer of the CenterPark Specific Plan is responsible for connecting to these existing recycled water lines.

3.7.3 Sewer

Existing on-site residences utilize septic tanks and subsurface disposal fields. Prior to grading operations, existing septic tanks and subsurface disposal fields will need to be abandoned in accordance with the State of California Department of Health Services requirements. A City sewer main located in Merrill Avenue connects to the City sewer lines in the City master planned collector streets (Campus, Bon View, Grove and Walker Avenues). The developer of the CenterPark Specific Plan is responsible for extending sewer lines in the City master planned collector streets north to the Specific Plan area.

3.7.4 Drainage

The City of Ontario storm drain system is generally unimproved throughout the Specific Plan area and consists primarily of open earthen swales along area roadways.

Cucamonga Creek Channel, a major flood control channel, provides regional protection for conveying urban storm waters to the Prado Dam Basin.

3.7.5 Electricity

The CenterPark Specific Plan area is located within the service territory of Southern California Edison Company (SCE). Electrical facilities will be underground per Municipal Code.

3.7.6 Natural Gas

The Southern California Gas Company (SCG) provides natural gas service within the area near the Specific Plan.

3.7.7 Communication Systems

Frontier Communications provides telephone service within the CenterPark Specific Plan area.

3.7.8 Solid Waste

The City of Ontario Public Works Agency provides solid waste collection and disposal to newly developed areas by request.

3.8 HYDROLOGY

Since most of the CenterPark Specific Plan area has been in agricultural use, only a limited portion of the site is now covered with impervious surfaces. Normal rainfall to the area is able to percolate through on-site soils and does not result in high volumes of surface runoff, typically associated with urban use.

Ground waters within the area, as a whole, contain high concentrations of salt, attributable to historic agricultural activities such as dairy farming. The high organic content of on-site soils has contributed incrementally to the degradation of surface and groundwater quality.

3.9 GEOLOGY AND SOILS

There are two primary soil deposits present within the boundary of the CenterPark Specific Plan. The youngest surficial deposit, Eolian sands (Qhs), is comprised of wind-blown sands having fine to medium-sized grains. These loose sands form sheets and low-dune deposits that have been stabilized by vegetation. These deposits are exposed in the eastern portion of the Ontario Ranch area and extend westward to an area defined generally by a diagonal line extending from Harrison Avenue within Riverside County on the south to Vineyard Avenue on the north. The second youngest surficial unit, a mediumgrained Holocene alluvium (Qhm), is present west of the Eolian sand. These are unconsolidated deposits of fine-to-course-grained sand with interbeds of gravel and silt.

The Specific Plan area contains delhi and hillmar loamy fine sands, as mapped by the United States Department of Agriculture, Soil Conservation Service in 1971 and 1980. Delhi series soils have been used for agriculture, primarily for grapes and citrus, since the 1800's. Additional detailed geologic and soils information for the Specific Plan area is contained in the CenterPark Specific Plan Environmental Impact Report.

3.10 SEISMICITY

In accordance with the California Building Code, the development within the CenterPark Specific Plan area will follow procedures and regulations designed to ensure that all development occurs in a safe manner relative to those known hazards. The CenterPark Specific Plan Environmental Impact Report contains detailed seismic information including a seismicity analysis of the Specific Plan area.

3.11 VEGETATION

The Specific Plan area has been extensively used for agricultural operations including dairy and field crop uses. Those areas not in active agricultural production are occupied by rural residential housing or are vacant. The natural vegetation and soil conditions that once occurred throughout the Specific Plan area have been significantly altered through the agricultural uses, leaving little or no native vegetation. The CenterPark Specific Plan Environmental Impact Report contains additional analysis of the vegetation conditions within the Specific Plan area.

3.12 EXISTING NPDES COMPLIANCE

In the existing conditions, NPDES requirements are enforced under the Agricultural Permit issued by the State Water Resources Control Board (Developer to verify the Agency).

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SECTION 4: LAND USE PLAN

This section of the CenterPark Specific Plan discusses the land uses proposed within the CenterPark development. Land uses include the residential, commercial/mixed-use, retail, office, parks and open space, and community facility components planned for CenterPark.

4.1 COMMUNITY DESIGN

A strong sense of place or community identity is established for CenterPark through comprehensively planned relationships between developed open space and urban development. This Genius of Place creates a designed natural open space framework, interacting with mixed retail and office centers which anchor traditional residential neighborhoods Collectively these neighborhoods provide a variety of housing types designed around a traditional grid pattern of streets and sidewalks. Off-street bike trails and an off-street multi-use trail provide safe corridors for bicycle access throughout the CenterPark community.

Residential and mixed-use developments shall front Grand Park. No walls shall be incorporated on the frontage of the park.

4.2 MIXED-USE PLANNING AREAS

Mixed-use development is allowed in Planning Areas 4, 5, 10 and 11. These Mixed-use Planning Areas will allow for development of neighborhood retail uses at a maximum 0.30 FAR and office uses at a maximum 0.70 FAR, intended to meet the needs of the surrounding community.

The maximum allowable retail development is 115,809 sq. ft. and the maximum office development is 135,110 sq. ft. and the maximum residential development is 1,086 units within the Specific Plan Mixed-Use Planning Areas. Mixed-Use Planning Areas in CenterPark allow for up to 70% of the area to be developed as higher density residential uses with a maximum density of 35 dwelling units per acre.

The residential uses will complement the office and retail development and increase the variety of living choices within the western area of Ontario Ranch.

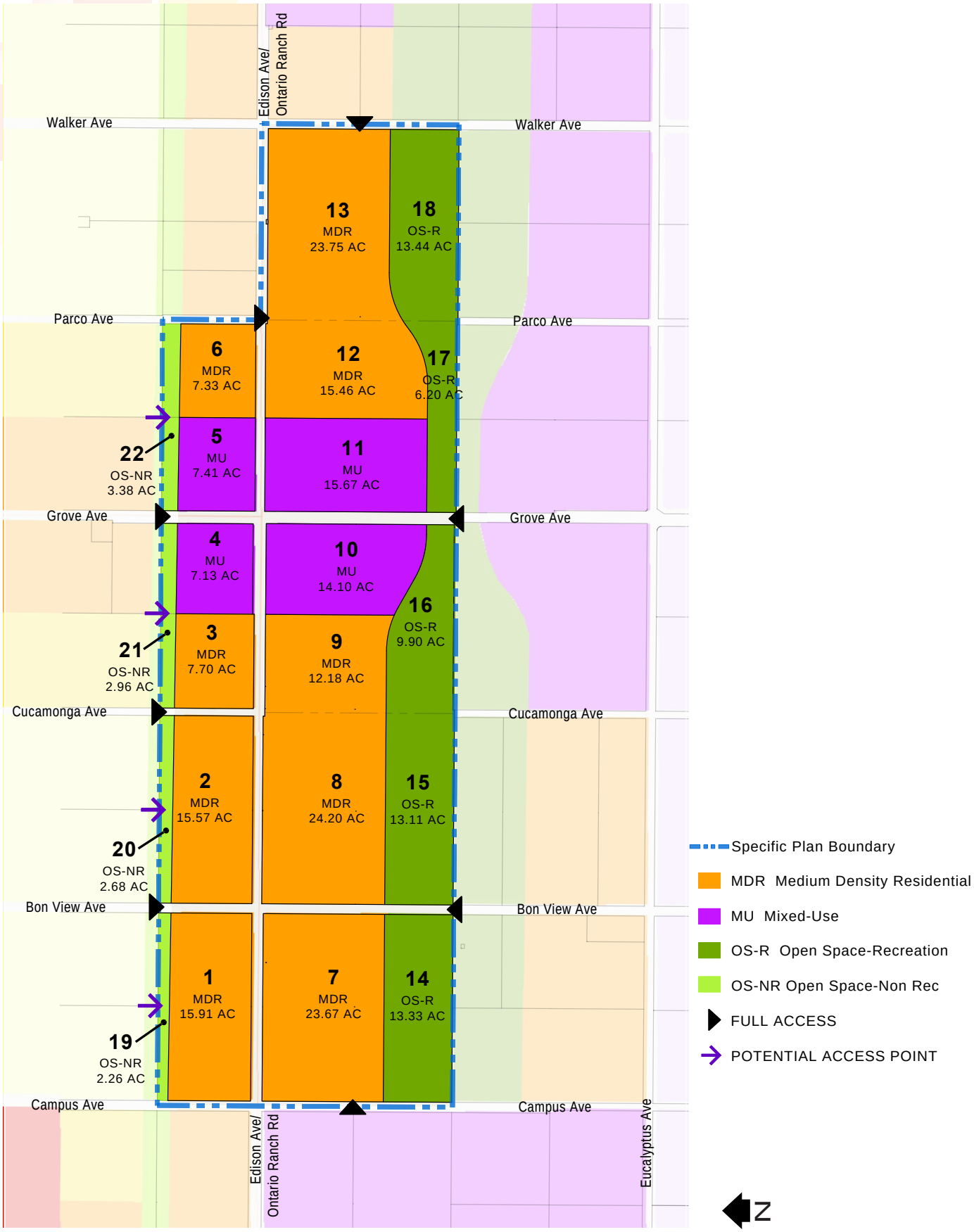

EXHIBIT 4-1 LAND USE PLAN

PA	LAND USE	TOP 2050 ACREAGE	DENSITY PER EIR	MAXIMUM UNITS	MAXIMUM RETAIL	MAXIMUM OFFICE
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
	RESIDENTIAL TOTAL	**176.79 AC**	**24.3 DU/AC**	**4,293 DU**		
	RETAIL TOTAL	**8.86 AC**			**115,809 SF**	
	OFFICE TOTAL	**4.43 AC**				**135,110 SF**
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
	OPEN SPACE TOTAL	**67.26 AC**				
	PROJECT TOTAL	**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

RETAIL in Mixed-Use areas = 20% of Mixed-Use acreage x 0.30 FAR

OFFICE in Mixed-Use areas = 10% of Mixed-Use acreage x 0.70 FAR

TABLE 4-1 LAND USE PLAN SUMMARY

4.3 RESIDENTIAL PLANNING AREA

Residential development is allowed in the MDR Planning Areas 1, 2, 3, 6, 7, 8, 9, 12 and 13. A variety of residential uses are allowed in CenterPark. The maximum number of allowed units within the the Mixed-Use component is 1,086 units and 3,207 units within the Residential planning areas of the Specific Plan for a total maximum of 4,293 units with varied densities encouraged to be developed into smaller neighborhoods. Several housing types may be developed within a specific planning area and may be blended to allow an overall density up to 25 du/ac. The blending of residential densities within the plan is encouraged as long as the density within any one planning area does not exceed 35 du/ac.The Specific Plan allows for a variety of housing types up to 5 stories maximum height.

The following housing types are allowed within the Specific Plan area:

CONVENTIONAL SFD – 1 & 2 STORY

This housing type includes conventional single family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with 1 and 2 story buildings.

SMALL LOT/CLUSTER SFD – 2 & 3 STORY

This housing type includes conventional detached single-family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with buildings up to 3 stories tall.

ATTACHED SFA – 2 STORY

This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 2 stories tall.

ATTACHED SFA – 3 STORY

This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 3 stories tall.

ATTACHED SFA/MULTI-FAMILY – 3+ TO 5 STORIES

This housing type includes attached homes, including condominium and apartment developments, with buildings greater than 3 stories tall with a maximum of 5 story buildings.

4.4 RECREATIONAL OPEN SPACE

Recreational Open Space uses are planned within Planning Areas 14, 15, 16, 17 and 18. There are 55.98 acres of the Specific Plan which are designated for Recreational Open Space (OS-R). This area has been designated to be part of the City of Ontario Grand Park.

LANDSCAPE PLANNING

Landscape and architectural improvements within the City of Ontario Grand Park, including planting, hardscaping and recreational amenities within these Planning Areas will be consistent with the City of Ontario Grand Park Master Plan. The final improvements within the Grand Park will submitted as part of a Development Plan application to be reviewed and approved by the City.

SECTION 5: INFRASTRUCTURE

The infrastructure, utilities and public services to be provided, as part of the development of the CenterPark Specific Plan, are discussed in this section.

5.1 CIRCULATION

The Circulation Plan for CenterPark implements the surrounding Master Plan streets identified by the City of Ontario and provides access to the neighborhood commercial and residential planning areas within the Specific Plan boundaries. Within the site, a traditional, grid-like street system reinforces the overall community character and design. In addition to providing safe and efficient movement of vehicular traffic through the project, the Circulation Plan also provides a safe environment for pedestrian movement and bicycle traffic to reduce the reliance on the automobile as a means of travel. Transit stops and bus turnouts shall be provided as required by the City of Ontario and Omnitrans along the Master Plan streets, which are within the CenterPark Specific Plan area. The **Exhibit 5-1, City of Ontario Road Classification System** establishes the hierarchy and general location of roadways within CenterPark.

The hierarchy of streets, established by the City's framework, is further developed within the Specific Plan boundary with a safe and efficient network of public neighborhood streets and private streets. Internal vehicular access and circulation is shown in **Exhibit 5-2, Conceptual Circulation Plan**. The street alignments shown are conceptual; and the final street alignments within the Specific Plan will be determined with TTM approval.

The minimum design speeds to be used for centerline curve radii, super elevation, corner and approach sight distances, vertical and horizontal alignment and sight distances for the Master Plan streets are listed below:

Grove Ave.	50 m.p.h.
Walker Ave.	45 m.p.h.
Ontario Ranch Rd.	50 m.p.h.
Campus Ave.	45 m.p.h.
Bon View Ave.	45 m.p.h.

5.1.1 Master Plan Roadways

The project site includes three City of Ontario arterial roadways, as identified in *Figure M-01, Roadway Classification Plan* of the Policy Plan, providing access to and from the site. Ontario Ranch Road bisects the site in an east/west direction, Grove Avenue bisects the site in a north/south direction and Walker Avenue borders the project site on the east. The site also includes two City of Ontario collector roadways, as identified in *Figure M-01, Roadway Classification Plan*. Bon View Avenue traverses the site in a north/south direction and Campus Avenue borders the project site on the west.

Phasing and construction of the improvements shall be implemented as required by the City Engineer and pursuant to the mitigation measures identified in the EIR and the conditions of approval adopted with the approval of tentative maps for the project. Locations and construction of bus turnouts are required within the project to the satisfaction of the City of Ontario and Omnitrans.

Additional right-of-way may be required to accommodate additional left turn and right turn lanes at intersections based on required queue lengths per the Traffic Impact Analysis/Specific Plan EIR.

The developer shall construct half-to-full width roadway improvements on project frontage streets including off-site improvements as follows:

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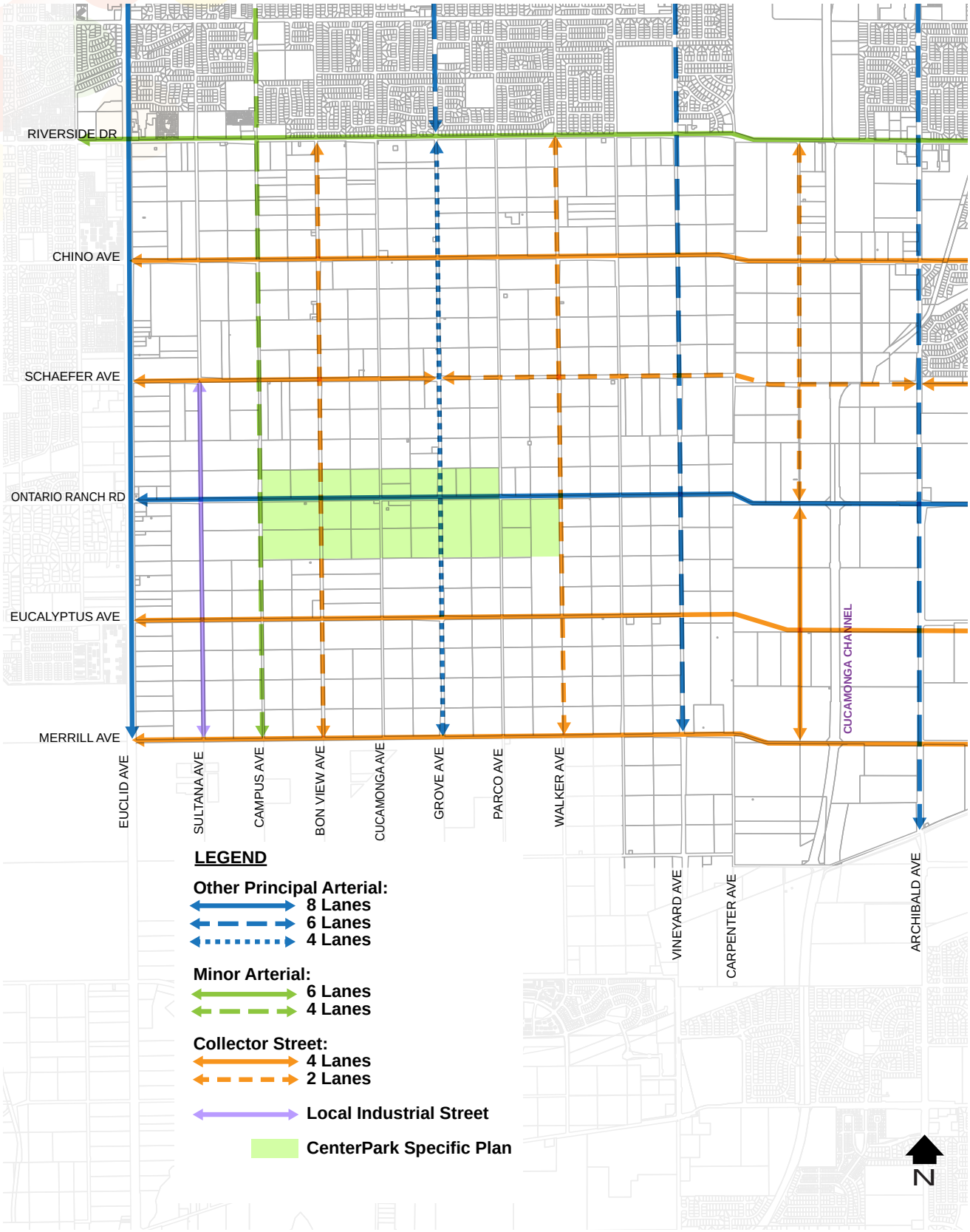
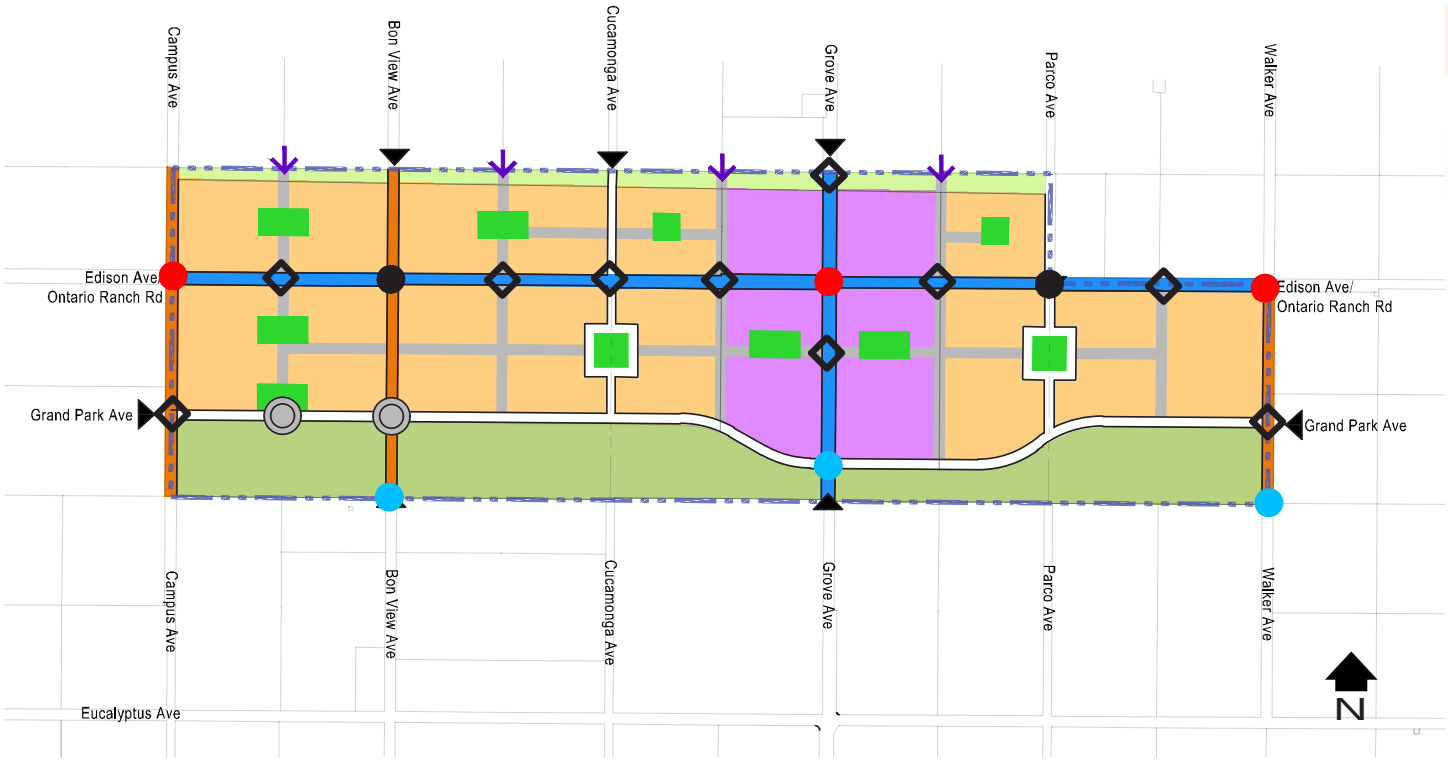


EXHIBIT 5-1 CITY OF ONTARIO ROAD CLASSIFICATION SYSTEM



SPECIFIC PLAN BOUNDARY
FULL ACCESS
POTENTIAL ACCESS POINT
ARTERIAL STREET
COLLECTOR STREET
LOCAL NEIGHBORHOOD STREET
PRIVATE NEIGHBORHOOD STREET
NEIGHBORHOOD PARK (CONCEPTUAL LOCATION)
ROUND-A-BOUT (CONCEPTUAL LOCATION)
1/2 MILE DIF SIGNAL
1/4 MILE DIF SIGNAL
1/4 MILE NON-DIF SIGNAL
POTENTIAL TRAFFIC SIGNAL LOCATION

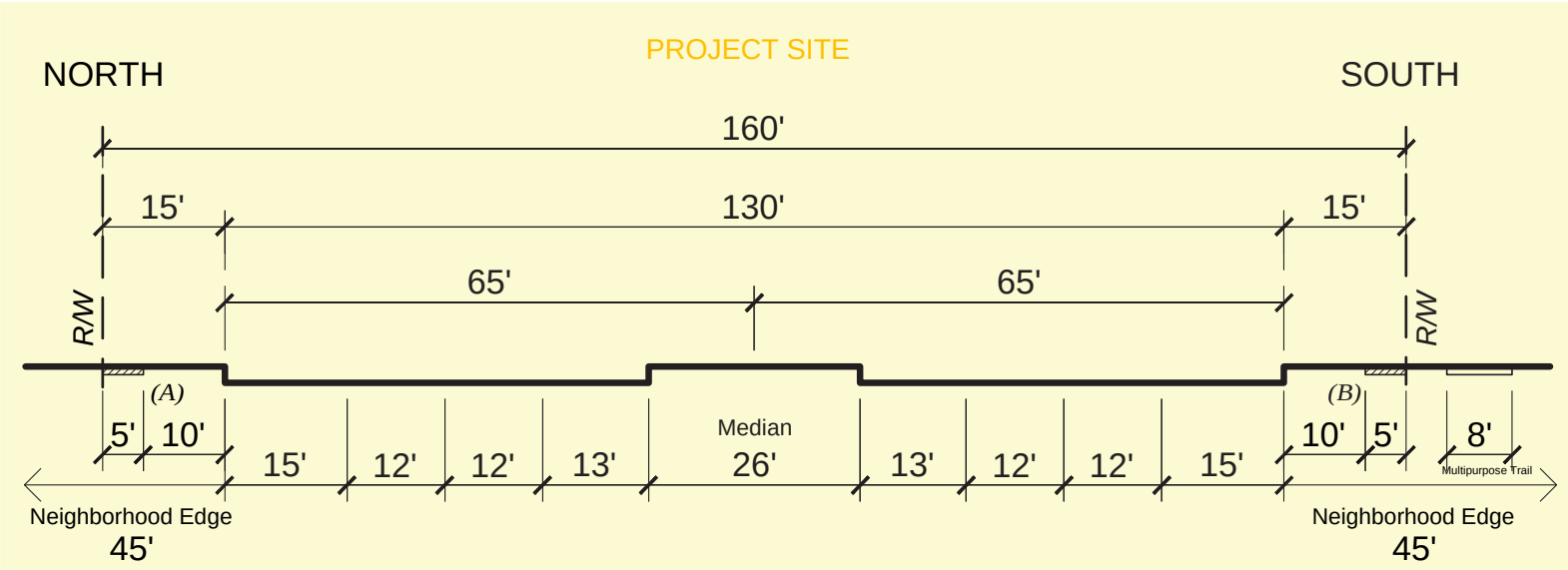
NOTES:

1. Traffic signal locations are based on The Ontario Plan traffic model and the City's Development Impact Fee (DIF) Program for ½ mile and ¼ mile locations. The potential traffic signal locations may or may not be needed in the locations shown based on the results and recommendations of traffic studies prepared for implementing development projects.
2. Additional traffic signals may be required based on the locations of future tract entries.
3. Enhanced pedestrian crossings will be required along Grand Park Avenue as necessary to facilitate pedestrian connectivity from the Grand Park to the residential developments.

EXHIBIT 5-2 CONCEPTUAL CIRCULATION PLAN

5.1.1.1 Ontario Ranch Road

The Mobility Element of the Policy Plan (*Figure M-01 Roadway Classification Plan*) designates Ontario Ranch Road as an "8-Lane Other Principal Arterial" (160 ft. ROW). Ontario Ranch Road is also considered as a truck route and it extends along the north boundary of the Specific Plan area and will provide access to CenterPark. The proposed improvements to Ontario Ranch Road are illustrated on **Exhibit 5-3, Ontario Ranch Road**. Parking is prohibited along Ontario Ranch Road. Refer to **Exhibit 5-3** for minimum street improvements required by the CenterPark Specific Plan.



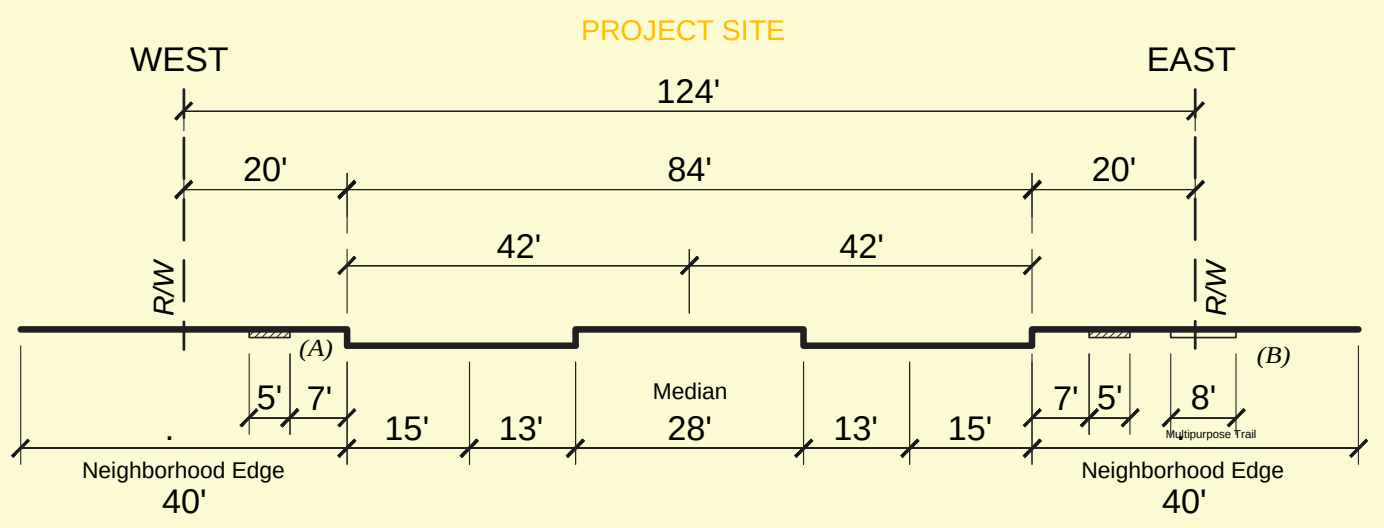
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
(B) Includes Both Sidewalk and Multipurpose Trail.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-3 ONTARIO RANCH ROAD

5.1.1.2 Grove Avenue

Grove Avenue is a designated "4-Lane Other Principal Arterial Road with multipurpose trail" (124 ft. ROW). Grove Avenue will provide access to and from CenterPark and traverses the project site in a north/south direction. Grove Avenue will be improved as depicted on **Exhibit 5-4, Grove Avenue.** Parking is prohibited on Grove Avenue. Grove Avenue shall provide multi-use trail lanes on the east side of the roadway, within the Specific Plan area. Refer to **Exhibit 5-4** for minimum street improvements required by the CenterPark Specific Plan.



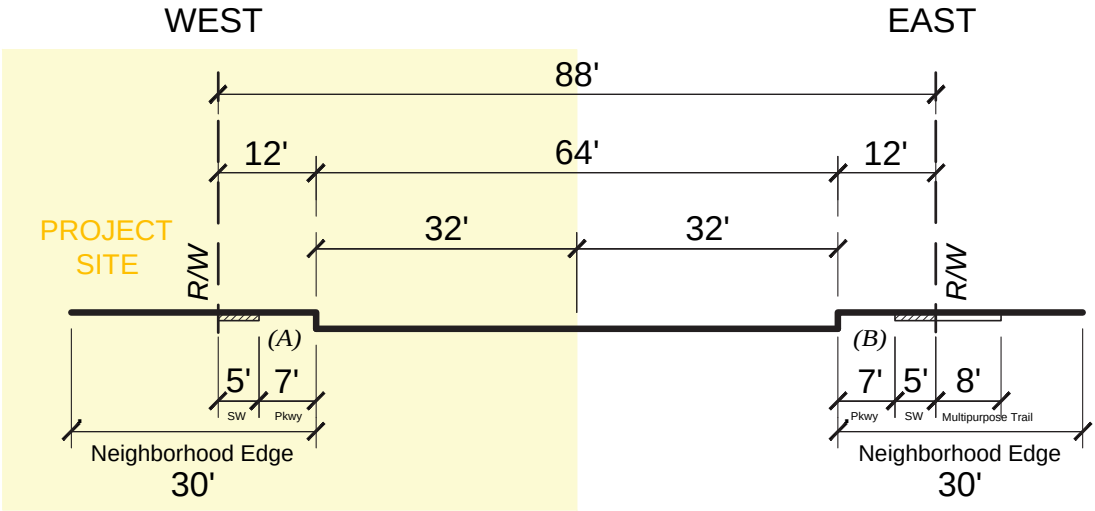
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-4 GROVE AVENUE

5.1.1.3 Walker Avenue

Walker Avenue is designated in the General Plan as a "2-Lane Collector Street" (88 ft. ROW). Walker Avenue will provide access to and from CenterPark along the eastern boundary of the project site. Walker Avenue will be improved as depicted on **Exhibit 5-5, Walker Avenue**. Parking is prohibited on Walker Avenue. Refer to **Exhibit 5-5** for minimum street improvements required by the CenterPark Specific Plan.



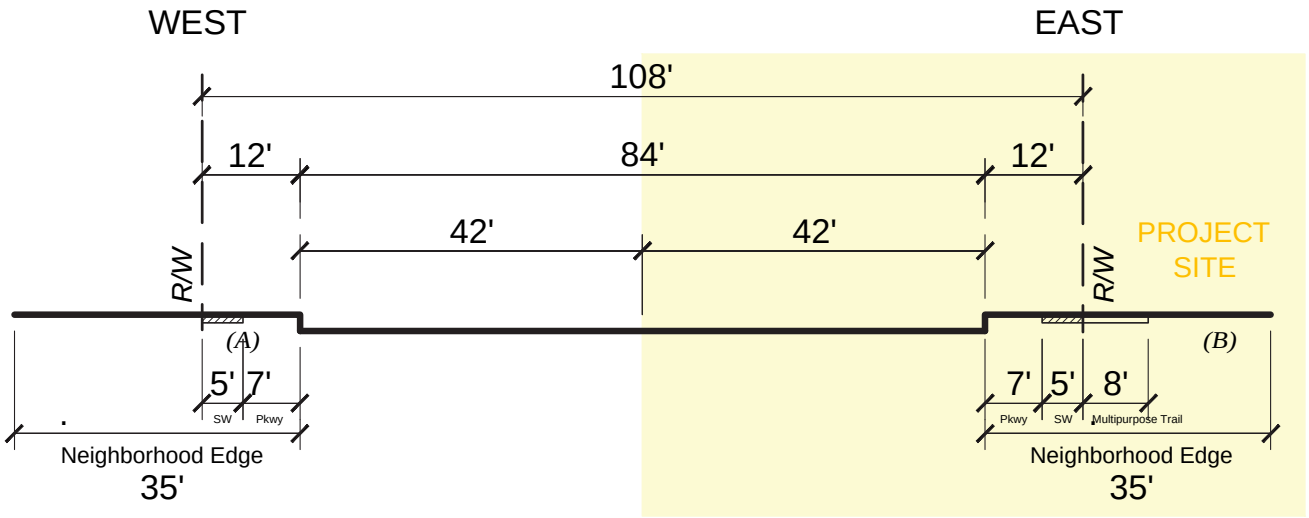
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
(B) Includes Both Sidewalk and Multipurpose Trail.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-5 WALKER AVENUE

5.1.1.4 Campus Avenue

Campus Avenue is designated in the General Plan as a "4-Lane Minor Arterial Road" (108 ft. ROW). Campus Avenue will provide access to and from CenterPark along the western boundary of the project site. Campus Avenue will be improved as depicted on **Exhibit 5-6, Campus Avenue**. Parking is prohibited on Campus Avenue. Refer to **Exhibit 5-6** for minimum street improvements required by the CenterPark Specific Plan.



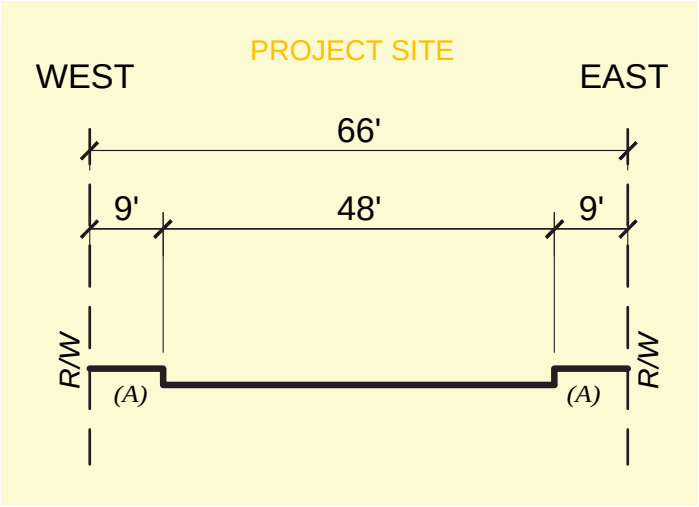
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
(B) Includes Both Sidewalk and Multipurpose Trail.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

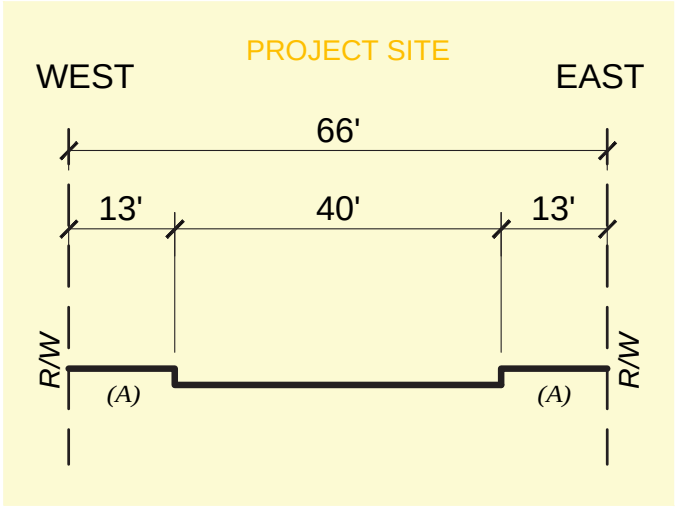
EXHIBIT 5-6 CAMPUS AVENUE

5.1.1.5 Bon View Avenue

Bon View Avenue is designated in the General Plan as a "2-Lane Collector Street" (66 ft. ROW). Bon View Avenue will provide access to and from CenterPark and traverses the project site in a north/south direction. Bon View Avenue will be improved as depicted on **Exhibit 5-7, Bon View Avenue**. Parking is prohibited on Bon View Avenue. Refer to **Exhibit 5-7** for minimum street improvements required by the CenterPark Specific Plan. Bon View Avenue curb-to-curb is 48 ft. south of Ontario Ranch Road and curb-to-curb 40 ft. north of Ontario Ranch Road.



BON VIEW AVENUE
SOUTH OF ONTARIO RANCH ROAD



BON VIEW AVENUE
NORTH OF ONTARIO RANCH ROAD

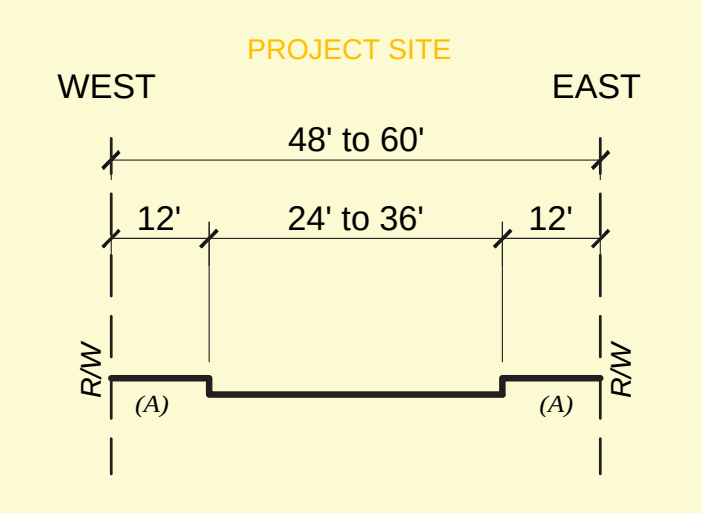
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
Due to utility constraints, Bon View Avenue may need to be constructed as a tilt section.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-7 BON VIEW AVENUE

5.1.1.6 Parco Avenue and Cucamonga Avenue

Parco Avenue and Cucamonga Avenue are designated in the General Plan as "Local Roadway" (60 ft. ROW). Parco Avenue and Cucamonga Avenue will provide access to and from CenterPark and they traverse the project site in a north/south direction. Parco Avenue and Cucamonga Avenue will be improved as depicted on **Exhibit 5-8, Parco Avenue and Cucamonga Avenue**. Parking is allowed on Parco Avenue and Cucamonga Avenue within the Specific Plan area. Refer to **Exhibit 5-8** for minimum street improvements required by the CenterPark Specific Plan.



NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-8 PARCO AVENUE AND CUCAMONGA AVENUE

5.1.2 Local Streets

Streets (public, private, local, etc.) that provide vehicular and pedestrian access to and through neighborhoods and communities shall provide 5 ft. sidewalks and 7 ft. parkways. Public local streets within residential areas are designed to distribute vehicular traffic from the Master Plan streets adjacent to the project site into and through residential neighborhoods.

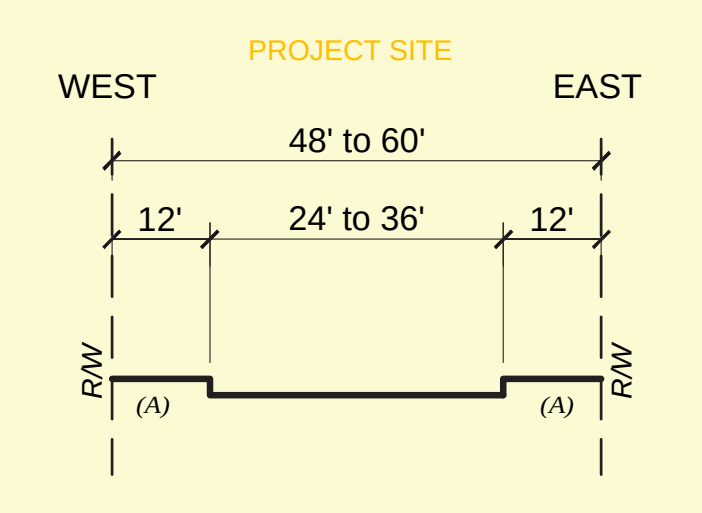
***Local Backbone Streets**. Connecting the above regional backbone roadways, the project's local backbone streets will connect the project's various components and provide for safe and efficient vehicular circulation. Internal project access points will be taken from Campus Avenue on the west side of the project and Walker Avenue on the east side. Alternative internal street connections may be allowed subject to the approval of the City Engineer.*

***Local Neighborhood/Private Streets.** Local neighborhood/private streets that carry neighborhood related traffic and be constructed with a 60 ft. right-of-way, which includes a 36 ft. paved section with parking on both sides and a minimum 12 ft. landscaped parkway with sidewalk. Themed streets will have an additional 5 ft. wide lettered lot along the theme street edge, located adjacent to right-of-way, to be maintained by HOA.*

If future site plans propose private streets, they should be shown on the proposed tentative subdivision map and should be labeled "Private Streets", otherwise all local streets will be considered public.

Intersections at public streets shall incorporate chokers in accordance with City of Ontario Traffic & Transportation Guidelines. Any proposed gated access shall be designed with adequate stacking and turnaround facilities.

A modified grid network of local streets will provide internal circulation throughout CenterPark for access to individual neighborhoods and residences. The proposed regional park will be accessible via local public streets. The proposed improvements for interior local streets are illustrated in **Exhibit 5-9, Local Streets**.



NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be reviewed by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-9 LOCAL STREETS

5.1.2.1 Private Streets

Private streets are encouraged in residential neighborhoods where higher density detached home types and attached buildings are designed with an urban character and front setbacks. These streets, with narrower paved sections, are used to reduce travel speeds within residential neighborhoods and to manage on-site resident and guest parking. Private streets are also intended to provide pedestrian circulation and encourage pedestrian activity within and between adjacent neighborhoods.

Private streets within single family residential neighborhoods reflect a traditional character with landscaped parkways and trees shading sidewalks where homes and front doors face them. Private streets will be designed with a minimum curb-to-curb dimension of 24 ft. with no parking. The minimum curb-to-curb dimension may be increased to allow for public utilities, for on-street parking, and for fire accessibility as required by the city's latest requirements for public utility mains within public utility easements and subject to city's discretion. The minimum paved width for private streets with parallel parking on one side is 32 ft. and 36 ft. for private streets with parallel parking on both sides. Private streets shall include 7 ft. landscaped parkways and 5 ft. sidewalks where they provide vehicular and pedestrian within, and between, neighborhoods in the Specific Plan. On-street perpendicular parking is allowed as an alternative to parallel parking. Perpendicular parking stalls shall be a minimum of 9 ft. x 18 ft. in size. The curb-to-curb dimensions for private streets and drives are subject to the approval of the City Planning and Engineering Departments and OMUC.

5.1.2.2 Common Drives, Private Drives and Alleys

Common Drives, Private Drives, and Alleys provide specific access to individual homes. Access is off a public, private, local, or neighborhood street. Private drives and alleys are proposed within the CenterPark Specific Plan and will be constructed with a 20 ft. wide right-of-way. Private drives will be a minimum of 20 ft. paved travel lanes with no parking allowed. A minimum of 30 ft. is required between buildings located on each side of the private drive. The minimum pavement width for private drives may be increased to allow for public utilities as required by the City's latest requirements for public utility mains within public utility easements, and subject to the City's discretion. Final design of private drives will be subject to planning, engineering, OMUC and fire department approval concurrent with tentative subdivision map approval.

Common Drives. *Common drives will be constructed with a 20 ft. minimum right-of-way. Common drives will contain a minimum 20 ft. travel lane and a 24 ft. travel lane for emergency access roads. A 30 ft. minimum distance is required between buildings on each side of the common drive. Final alley design shall de subject to review and approval by the planning, engineering, and fire departments. See* ***Exhibit 5-10, Common Drives, Private Drives and Alleys****.*

Private drives are also proposed within the Specific Plan to provide secondary internal vehicular and pedestrian circulation. These private drives generally include public or private utilities. The minimum width shall be 24 ft. to 30 ft.

Alleys are proposed within the CenterPark Specific Plan. Dead-end alleys shall be a minimum of 20 ft. wide and generally do not include public utilities. These alleys are generally intended to provide access to garages. A minimum of 30 ft. is required between garages on each side of a private drive.

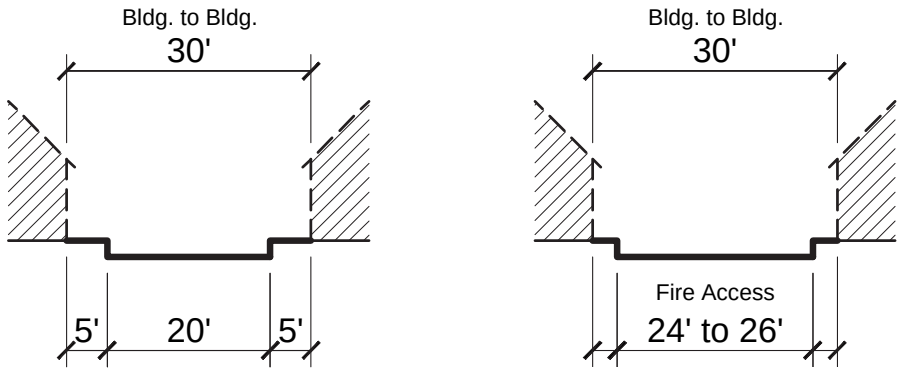


EXHIBIT 5-10 COMMON DRIVES, PRIVATE DRIVES AND ALLEYS

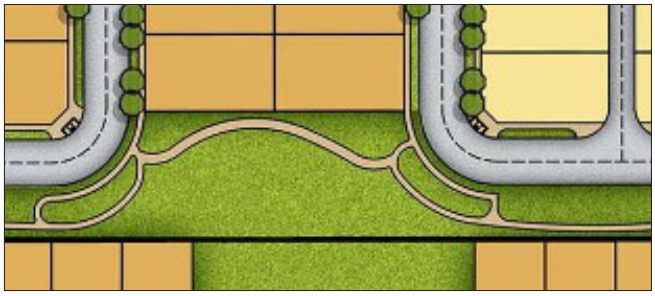
- Paved section may be widened to 26 ft. in 3-story neighborhoods or in conditions where the additional paved width is required to accommodate public utilities as required by the City's latest requirements for public utility mains within public utility easements, and subject to the City's discretion.

5.1.3 Traffic Calming

The site plan for CenterPark is designed with a traditional street layout with a modified grid layout allowing for safe and convenient travel choices for future residents and visitors to the regional park. Traditional streets are attractive and comfortable for pedestrians and bicyclists within the community. Traffic calming devices incorporated into neighborhood streets may include traffic circles at selected intersections and will include intersection chokers at public street intersections. Traffic calming within CenterPark is designed with the following goals:

- Reduction in vehicular traffic speeds
- Reduction in traffic-related noise
- Reduction in fuel consumption
- Increased efficiency in vehicular circulation
- Improved pedestrian experience and safer intersections that encourage walking
- Improved traffic flow and visibility at intersections for bicyclists

A few examples of traffic calming devices are shown below:



Connectivity with sidewalks and walkways

Convenient parking adjacent to parks

Chockers and short residential blocks encourage pedestrian activity

Roundabout

The City may limit or prohibit parking on public streets that are wide enough to allow for parking at selected locations such as near intersections or crosswalks, at entry locations or higher traffic areas and areas where increased sight lines are required. Restricted parking will be at the discretion of the City Engineer.

5.1.3.1 Traffic Circles

Traffic circles, commonly called roundabouts are used to improve traffic circulation at intersections that would require four-way stop signs or other traffic controlling measure. These features help reduce vehicular speeds and allow for safe and controlled pedestrian crossings. Traffic circles are proposed at the intersections of Bon View Avenue and Grand Park Avenue and Grand Park Avenue and a future public or private roadway approximately midway between Campus Avenue and Bon View Avenue. Additional traffic circles may be proposed along Grand Park Avenue subject to approval by the City Engineer. Traffic circles within CenterPark will be constructed according to City of Ontario Standard Drawings.

5.1.3.2 Intersection Chokers

Intersection chokers improve intersection visibility, define appropriate parking areas and reduce the crosswalk distance at neighborhood street intersections. These chokers will be incorporated at all four-way and "T" intersections of public streets per Traffic and Transportation Design Guidelines for Chokers Installations. Additional chockers will be constructed as required subject to the discretion of the City Engineer.

5.1.4 Pedestrian Circulation

Off-street pedestrian circulation is available throughout CenterPark by means of the interconnected, paved sidewalk system within the roadway right-of-way, separated from vehicular travel lanes by a landscaped parkway. The CenterPark pedestrian system provides connectivity among residential neighborhoods and to all private parks within CenterPark.

The plan also provides connectivity with off-site areas via City master planned multipurpose trails/ bikeways located within the neighborhood edge along the perimeter of the CenterPark Specific Plan area.

5.1.5 City Master Planned Trails and Bikeways

Multipurpose trails are an integral component in creating accessibility and mobility within and around CenterPark. A multi-use trail site is planned along the south side of Ontario Ranch Road and along the eastern side of Grove Avenue and Campus Avenue. The City also has planned a Class II bicycle lane on the west side of Walker Avenue which bounds the project site on the east, and may be utilized by the public. CenterPark's Master Plan for pedestrian and bicycle circulation is illustrated on **Exhibit 5-11, Conceptual Pedestrian and Regional Trail Circulation Plan**.

5.1.6 Proposed Local Trails and Paseos

The site plan for CenterPark may include additional internal trails or paseos that provide additional pedestrian accessibility between neighborhoods, to community parks and amenities and to the regional park in the center of the Specific Plan area. Trails and paseos shall be established within the minimum 30 ft. wide lettered lots.

5.1.7 Parks

The Ontario Plan (Policy PR1-5) has established a standard of 5 acres of parkland (public and private) per 1,000 residents, with a minimum of 2 acres of developed private park space per 1,000 residents (Policy PR1-6). Private parks are required to be within a quarter mile walking/biking distance from each residence. This private park requirement may be met within any residential development or by satisfying the in-lieu park development impact fee as approved by the City. Fees will be paid to fulfill the balance of the City's park requirement (the remaining 3 acres per 1, 000 residents).

As discussed in the previous *Section 4.2, Parks and Recreational Facilities*, parks will be provided throughout CenterPark (**Exhibit 7-10, Landscape Framework Plan**).

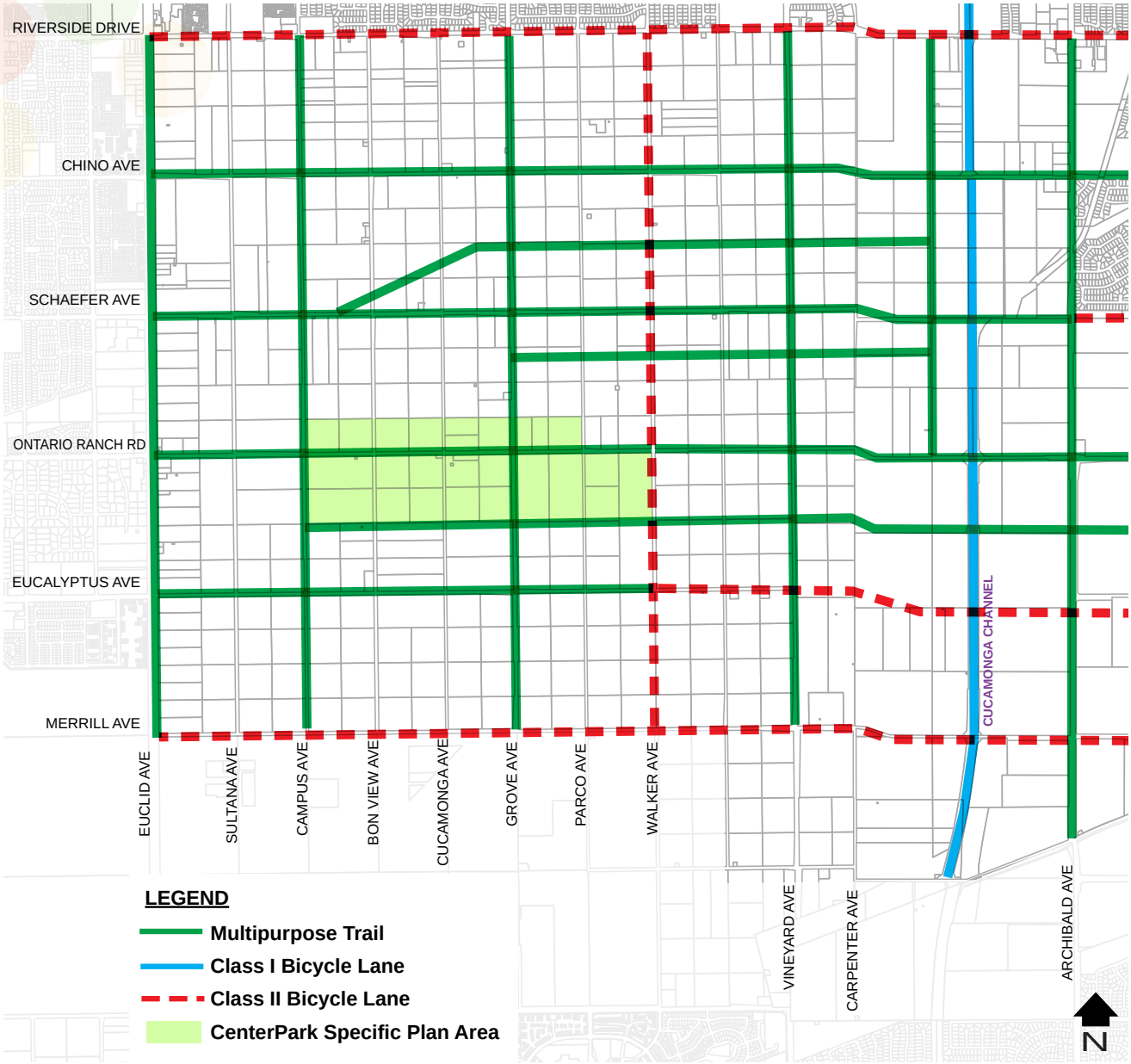
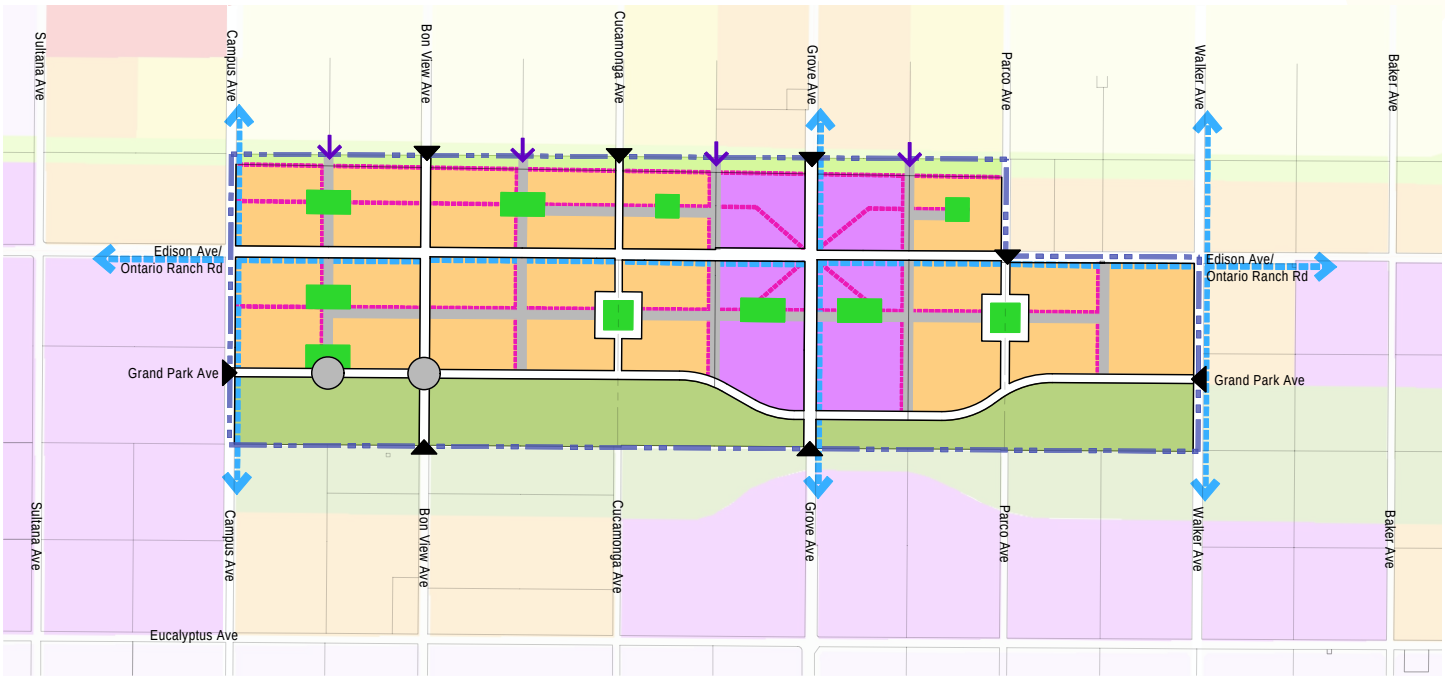


EXHIBIT 5-11 CONCEPTUAL PEDESTRIAN AND REGIONAL TRAIL CIRCULATION PLAN



SPECIFIC PLAN BOUNDARY

FULL ACCESS

POTENTIAL ACCESS POINT

PUBLIC STREET

PRIVATE STREET

CITY MASTER PLANNED MULTI-USE TRAILS

NEIGHBORHOOD PARK (CONCEPTUAL LOCATION)

SIDEWALKS / PEDESTRIAN CONNECTION (CONCEPTUAL LOCATION)

ROUND-A-BOUT (CONCEPTUAL LOCATION)

N

EXHIBIT 5-12 INTERNAL PEDESTRIAN CIRCULATION PLAN

5.2 PUBLIC UTILITIES

Potable water, recycled water, sewer and storm drain utilities may be designated as "public utilities" located within a public street. The minimum width of a PUE (Public Utility Easement) for each public utility main is 20 ft. centered on the public utility main. The minimum width of a PUE and curb-to-curb width for two public utility mains (depending on utility sizes) is 24 ft. The minimum width of a PUE and curb-to-curb width for three public utility mains (depending on utility sizes) is 30 ft. Private utilities are not allowed within PUEs. Any proposed public utilities within private streets shall be subject to City approval and contained within acceptable easements, access, and separation requirements. The CenterPark Covenants, Codes, and Restrictions (CC&Rs) shall contain language that requires all proposed work by the Homeowner Association (HOA) within said easements, be plan-checked and inspected by the City, including all applicable fees. Generally, utilities will not be accepted as public within dead-end private alleys, parking areas or driveways.

Master planned utilities serving the development, as identified in the approved respective Master Plan, shall be constructed prior to issuance of first occupancy. Exhibits shall show all frontage improvement requirements per the City adopted Master Plans. The project shall comply with the requirements as set forth in the Standard Conditions of Approval adopted by the City Council (Resolution No. 2017-027). The ultimate sizing and alignment of utilities (potable water, recycled water, sewer, and storm drain) will follow the most current approved Master Plan and/or hydraulic analysis approved by the City.

5.3 POTABLE WATER PLAN

Potable water will be provided by the City of Ontario. The City's Potable Water Master Plan identifies new water facilities to serve the Ontario Ranch area, which will need to be constructed prior to or concurrent with onsite water improvements. Construction of the on-site and off-site Master Plan water service improvements shall be the responsibility of the developer.

Potable water improvements to be constructed in order to serve the CenterPark Specific Plan will consist of the following: a 16-inch water main on Campus Avenue, from Eucalyptus Avenue to the northerly boundary of CenterPark, a 12-inch water main on Bon View Avenue, from Eucalyptus Avenue to the northerly boundary of CenterPark, a 16-inch water main on Walker Avenue, from Eucalyptus Avenue to Ontario Ranch Road, a 16-inch water main on Ontario Ranch Road, from Walker Avenue to Campus Avenue, and a 30-inch master planned water line on Grove Avenue.

The Required Potable Water Infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, including IEUA mains, that do not meet minimum depths, standard alignment locations, and/or minimum horizontal and vertical separation requirements shall be subject to relocation/replacement by the developer(s) of the Specific Plan.

Other elements of the Phase 2 Water System are shown on **Figure 5-14, Conceptual Potable Water System**. The elements shown north of Chino Avenue will be constructed by others. The balance of Phase 2 Water System will be completed as required by future development of Ontario Ranch. The Project will be required to participate in the future Phase 2 Water System improvements, as detailed in the development agreements with the City.

Phase 2 Water Improvements are required to support all development in the west side of Ontario Ranch including this Specific Plan area, therefore this project is required to participate financially in the Phase 2 Water Improvements. Depending on construction timing of this Specific Plan area in relation to the construction of the rest of the development in the west side of Ontario Ranch, completion of Phase 2 Water Improvements may be required prior to the completion of this Specific Plan area construction.

Master planned potable water main lines serving the development, as identified in the Specific Plan, shall be constructed prior to issuance of building permits.

For wells found within the Specific Plan area, see Section 3.7.

Within the CenterPark Specific Plan, a network of 8-inch and 12-inch water lines will be constructed to serve each neighborhood. All on-site intract improvements are required to have hydraulic studies to determine infrastructure improvements needed to support each area and shall be at the responsibility of the developer. Any changes in land use not limited to units, density, or intensity, that are not previously accounted for, shall trigger a revised updated hydraulic study and any new findings of infrastructure improvements needed are required at the responsibility of the developer. The proposed on-site water system sizing is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines and future hydraulic studies at the time of development. The conceptual public potable water system is illustrated on **Exhibit 5-14, Conceptual Potable Water System**.

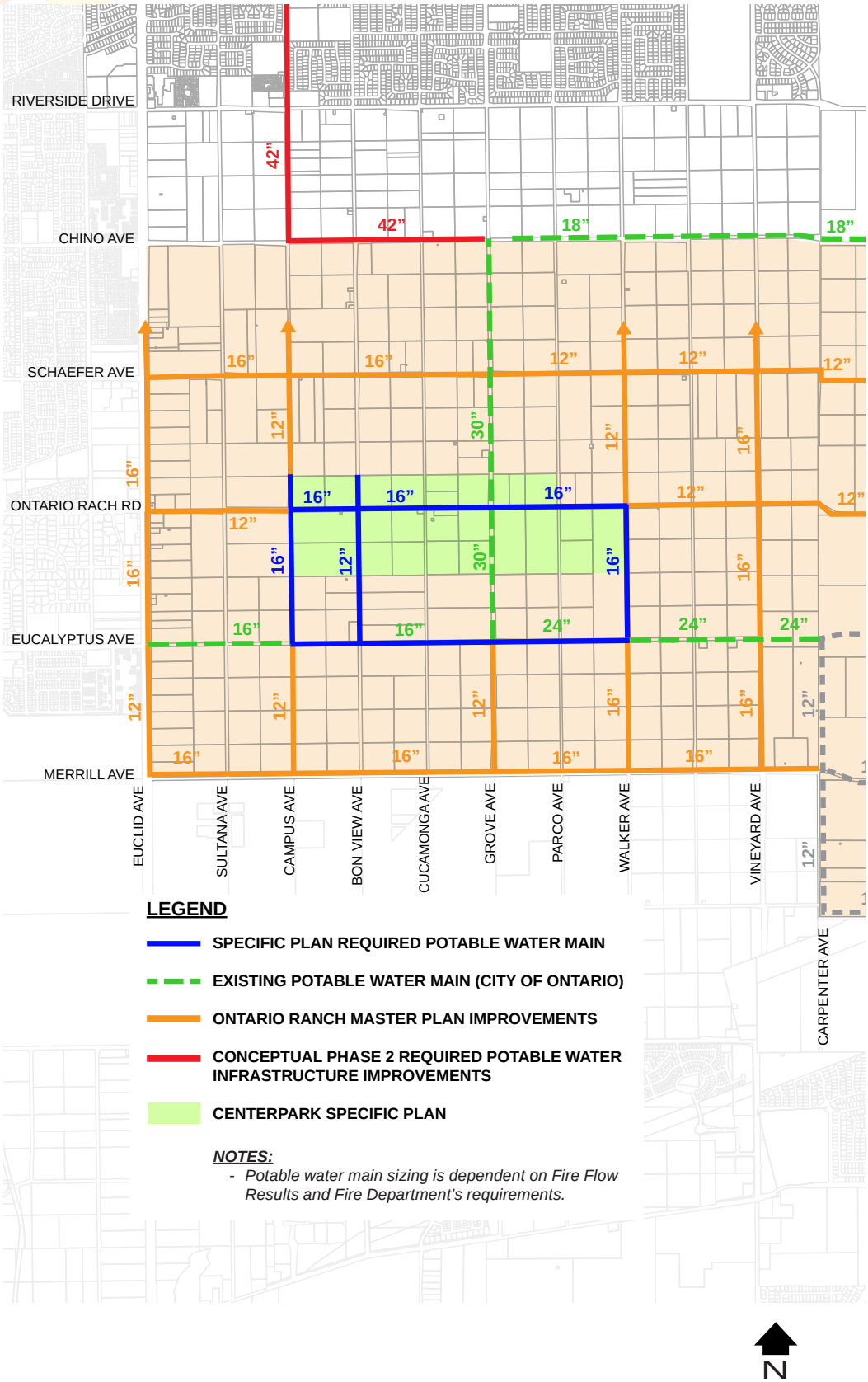
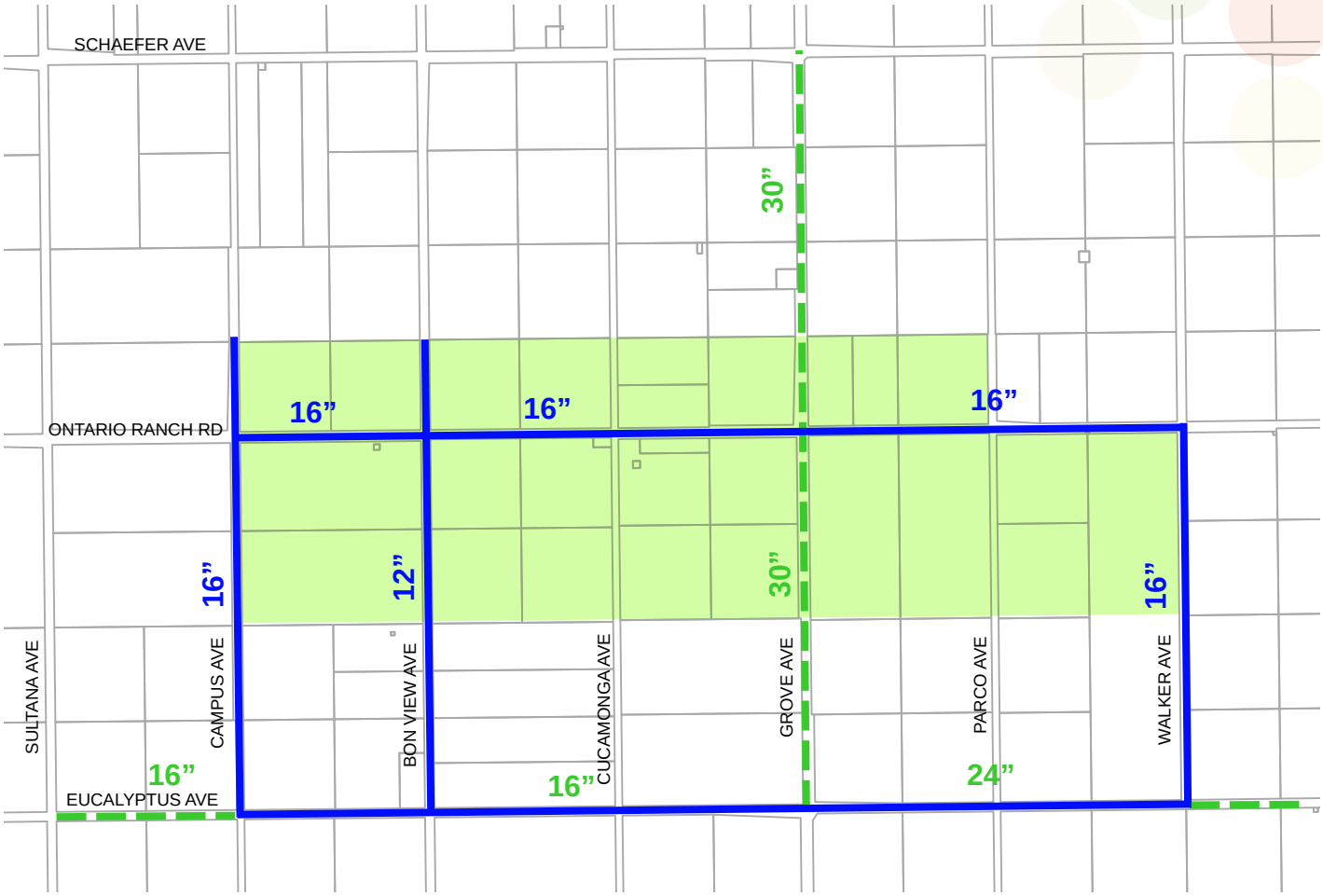


EXHIBIT 5-13 CONCEPTUAL POTABLE WATER PLAN



LEGEND

- **SPECIFIC PLAN REQUIRED POTABLE WATER MAIN**
- **EXISTING POTABLE WATER MAIN (CITY OF ONTARIO)**
- **CENTERPARK SPECIFIC PLAN**

N

NOTES:

- *Potable water main sizing is dependent on Fire Flow Results and Fire Department's requirements.*

EXHIBIT 5-14 CONCEPTUAL POTABLE WATER SYSTEM

5.4 RECYCLED WATER PLAN

Recycled water for the project site will be supplied by IEUA's existing recycled water infrastructure as presented in the City's Recycled Water Master Plan. The master planned 930 Pressure Zone 30-inch recycled water system exists in Bon View Avenue and Eucalyptus Avenue and Ontario Ranch Road and shall service the development of CenterPark.

The developer of CenterPark will construct all recycled water lines required to serve the project site. The off-site improvements include the construction of the 930 ft. Pressure Zone master planned recycled water system consisting of an optional 8-inch main in Campus Avenue from the northern to southern Specific Plan boundaries, if required to support development of parcels not fronting a master planned recycled water main, an 8-inch main in Bon View Avenue from the northern Specific Plan boundary to Ontario Ranch Road, an 8-inch main in Grove Avenue from the northern to southern Specific Plan boundaries, an 8-inch main in Walker Avenue from Ontario Ranch Road, and a 12-inch main in Ontario Ranch Road from Campus Avenue to Bon View Avenue. The off-site recycled water line locations are shown on **Exhibit 5-15, Conceptual Recycled Water Plan**.

The required Recycled Water Infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, including IEUA mains, that do not meet minimum depths, standard alignment locations, and/or minimum horizontal and vertical separation requirements shall be subject to relocation/replacement by the developer(s) of the Specific Plan.

Within the project site, 8-inch recycled water mains are proposed to serve the site. The CenterPark Specific Plan shall comply with City Ordinance 2689 and make use of recycled water for all approved uses, including but not limited to the irrigation of parks, street parkway landscaping, recreational trails, private pocket parks and any other HOA maintained common areas. The developer shall prepare and secure approval of an Engineering Report from the City of Ontario and State Department of Drinking Water Agency prior to the use of recycled water. Sizing of the on-site public recycled water system is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines.

The developer of the Specific Plan is required to obtain approvals from IEUA to construct the reclaimed water lines to serve the project, including the regional connections outlined in the CenterPark Specific Plan and additional regional connections as required for the median within Ontario Ranch Road and to support development not fronting a City recycled water main.

The conceptual recycled water system is illustrated on **Exhibit 5-16, Conceptual Recycled Water System**.

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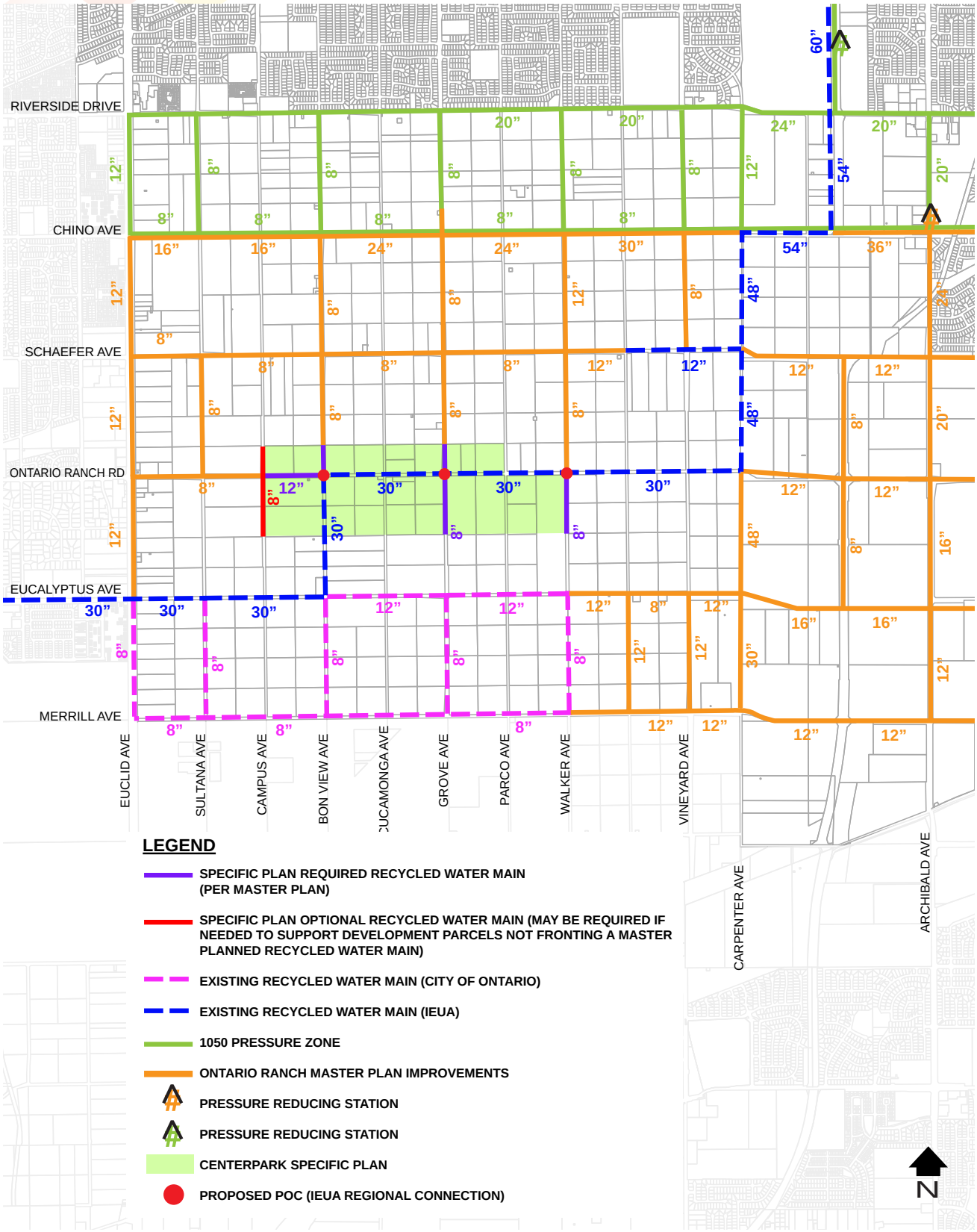


EXHIBIT 5-15 CONCEPTUAL RECYCLED WATER PLAN

LEGEND

- SPECIFIC PLAN REQUIRED RECYCLED WATER MAIN (PER MASTER PLAN)
- SPECIFIC PLAN OPTIONAL RECYCLED WATER MAIN (MAY BE REQUIRED IF NEEDED TO SUPPORT DEVELOPMENT PARCELS NOT FRONTING A MASTER PLANNED RECYCLED WATER MAIN)
- EXISTING RECYCLED WATER MAIN (CITY OF ONTARIO)
- EXISTING RECYCLED WATER MAIN (IEUA)
- CENTERPARK SPECIFIC PLAN
- PROPOSED POC (IEUA REGIONAL CONNECTION)

N

EXHIBIT 5-16 CONCEPTUAL RECYCLED WATER SYSTEM

5.5 SEWER PLAN

Sewer service for CenterPark will be provided by the City of Ontario. Off-site sewer improvements to serve the Specific Plan area will be implemented according to the most current version of the City's Sewer Master Plan. The City's Sewer Master Plan identifies sewer service to be provided by the existing sewer lines in Eucalyptus Avenue. The mains are in the intersections at Eucalyptus Avenue and Campus Avenue, Bon View Avenue, Grove Avenue and Walker Avenue. Any existing sewer mains not yet accepted by the City that are downstream of CenterPark are required at the responsibility of the developer to support the development of CenterPark.

Sewer Infrastructure improvements to be constructed to serve the CenterPark Specific Plan will consist of the following: 15-inch sewer main in Campus Avenue from the existing point of connection to the northern Specific Plan boundary, 18-inch in Bon View Avenue from the existing point of connection to the northern Specific Plan boundary, 21-inch in Grove Avenue from the existing point of connection to the northern Specific Plan boundary, and 21-inch in Walker Avenue from the existing point of connection to Ontario Ranch Road.

The required Sewer Infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, that do not meet minimum depths, standard alignment locations, and/or minimum horizontal and vertical separation requirements shall be subject to relocation/ replacement by the developer(s) of the Specific Plan.

Within CenterPark, a series of a minimum of 8-inch sewer mains are proposed to serve the residential development. Construction of the on-site and off-site sewer improvements shall be the responsibility of the developer. The proposed on-site public sewer system sizing is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines.

All on-site intract improvements are required to have a SSAMP to determine infrastructure improvements needed to support each area and shall be at the responsibility of the developer. Any changes in land use not limited to units, density, or intensity, that are not previously accounted for or changes in sewer tributary boundaries shall trigger a revised updated SSAMP and any new findings of infrastructure improvements needed are required at the responsibility of the developer.

Master planned sewer main lines serving, surrounding and within the Specific Plan area, as identified in the adopted Sewer Master Plan shall be constructed prior to issuance building permits.
The conceptual sewer improvements are illustrated on **Exhibit 5-17, Conceptual Sewer Plan**, and on **Exhibit 5-18, Conceptual Sewer System**.

The off-site public sewer shall be designed to meet all applicable City standards and requirements and designed in such a way so that the proposed on-site private sewer improvements shall be designed to meet all applicable building and plumbing codes. CenterPark's sewer tributary areas shall be determined in conformance with the latest City Sewer Master Plan while accommodating the off-site and on-site sewer standards, codes, and requirements, etc. If CenterPark's sewer tributary areas need to be revised to allow the public or private sewer to meet applicable requirements, and a revised SSAMP supports the revised sewer tributary boundaries, as approved at the City's discretion, then Exhibit 5-18 shall be revised to reflect CenterPark's new sewer tributary boundaries.

Size will be determined during final design by hydraulic calculations through a Sewer Study or Sewer Sub-Area Master Plan (SSAMP) per City's most current Sewer Master Plan. All intact sewers need to do a SSAMP.

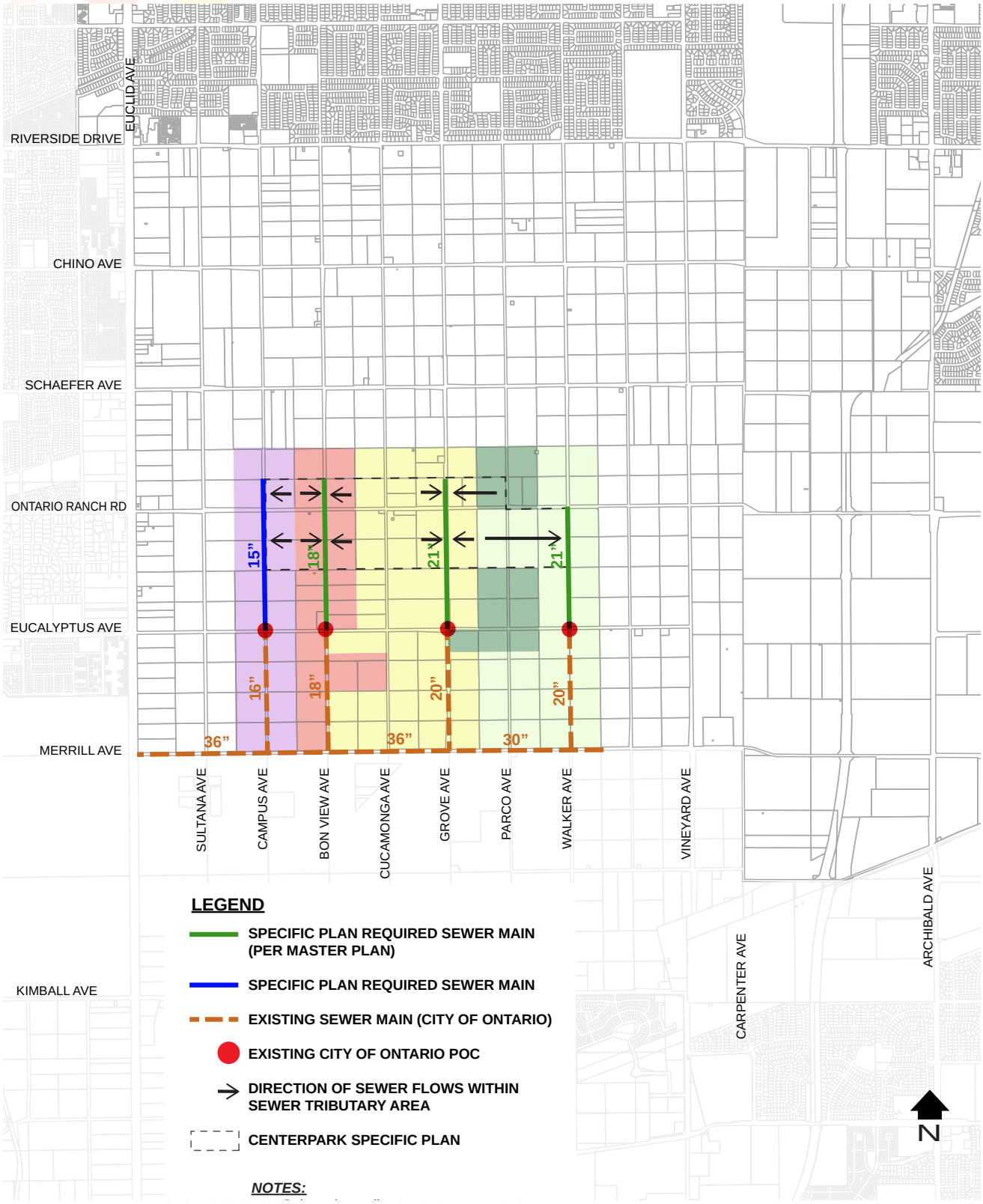


EXHIBIT 5-17 CONCEPTUAL SEWER PLAN

N

LEGEND

- SPECIFIC PLAN REQUIRED SEWER MAIN (PER MASTER PLAN)
- SPECIFIC PLAN REQUIRED SEWER MAIN
- DIRECTION OF SEWER FLOWS WITHIN SEWER TRIBUTARY AREA
- CENTERPARK SPECIFIC PLAN

NOTES:

- *Colors show tributary areas.*

EXHIBIT 5-18 CONCEPTUAL SEWER SYSTEM

5.6 DRAINAGE

For the eastern portion of the proposed development, the CenterPark will construct a master planned storm drain line in Grove Avenue starting with a 96-inch line from the SCE easement north of Ontario Ranch Road to the intersection of Grove Avenue and Ontario Ranch Road, and a 108-inch storm drain line from the intersection of Grove Avenue and Ontario Ranch Road south to Eucalyptus Avenue and a 108-inch storm drain line in Walker Avenue from the intersection of Walker Avenue and Ontario Ranch Road south to Eucalyptus Avenue.

For the western portion of the proposed development, the CenterPark will construct a master planned storm drain line in Bon View Avenue starting with a 78-inch storm drain line from the SCE easment north of Ontario Ranch Road to the intersection of Bon View Avenue and Ontario Ranch Road, and a 96-inch storm drain line from the intersection of Bon View Avenue and Ontario Ranch Road south to Eucalyptus Avenue and a 60-inch storm drain line in Campus Avenue from the intersection of Campus Avenue and Ontario Ranch Road south to Eucalyptus Avenue.

The City's Storm Drain Master Plan identifies storm drain improvements to serve the project site. Completion of these Master Plan improvements will provide permanent storm drain service to the project. That portion of the Master Plan storm drain system that lies within the project site will be constructed as part of the development of the project. The size and location will be based on the Approved Master Plan of Drainage. The City of Ontario Master Plan storm drain improvements are illustrated on **Exhibit 5-19, Conceptual Drainage Plan**.

On-site storm drains will be sized and constructed to convey the on-site flows to the proposed Master Plan system. The size and location of proposed on-site storm drains may change based on final design. Interim detention basins are not proposed and are not allowed by the City. The developer is required to construct the ultimate storm drain improvements as identified on the Master Plan of Drainage. The Master Plan of Drainage for CenterPark is illustrated in **Exhibit 5-20, Conceptual Storm Drain Improvements**.

If at the time of construction, Line I in Euclid Avenue in the City of Chino has not been constructed, the developments tributary to this line will need to detain their runoff to 80% of the pre-development flows.

5.6.1 NPDES Compliance

The grading and drainage of the Specific Plan area shall be designed to incorporate the treatment of surface runoff, to retain and infiltrate the Design Capture Volumes (DCV) to comply with the requirements of the San Bernardino County NPDES Storm Water Program. These DCV may be directed to underground storage/infiltration chambers beneath parklets and paseos for infiltration into the ground where site soils do not provide adequate infiltration or other means to control drainage.

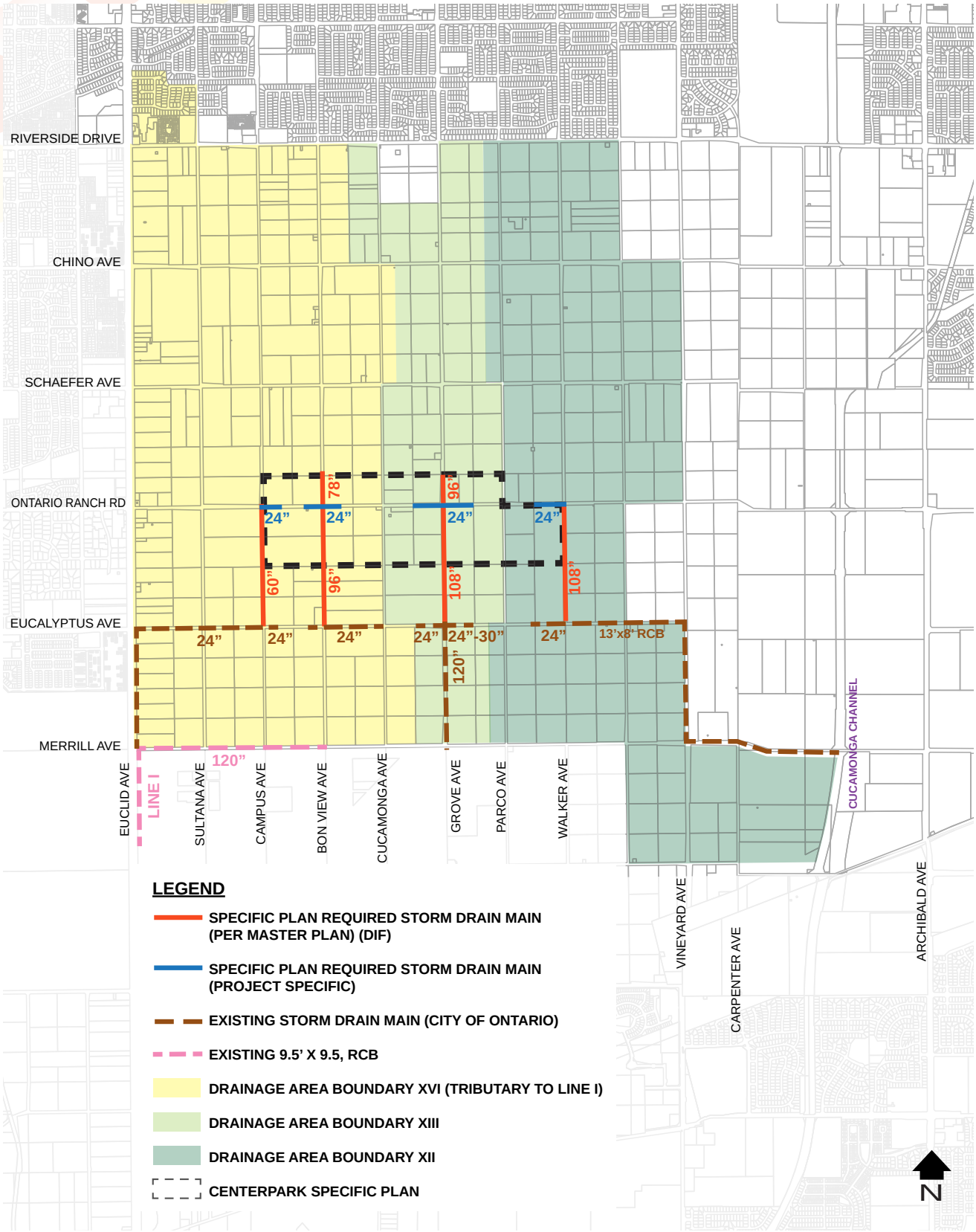
Low Impact Development (LID) Site Design Best Management Practices (BMPs) will be implemented in accordance with the selection criteria and other requirements outlined in the San Bernardino County NPDES Storm Water Program's current Water Quality Management Plan (WQMP) as well as the City of Ontario's Water Quality Management Plan requirements. Appropriate pre-treatment BMPs, such as baffle boxes, filters or surface forebays, etc. can be installed upstream of underground storage/infiltration chambers to collect sediments and minimize deposition of sediments in the infiltration zone. The NPDES Areawide Stormwater Program requires the preparation of project specific WQMP.

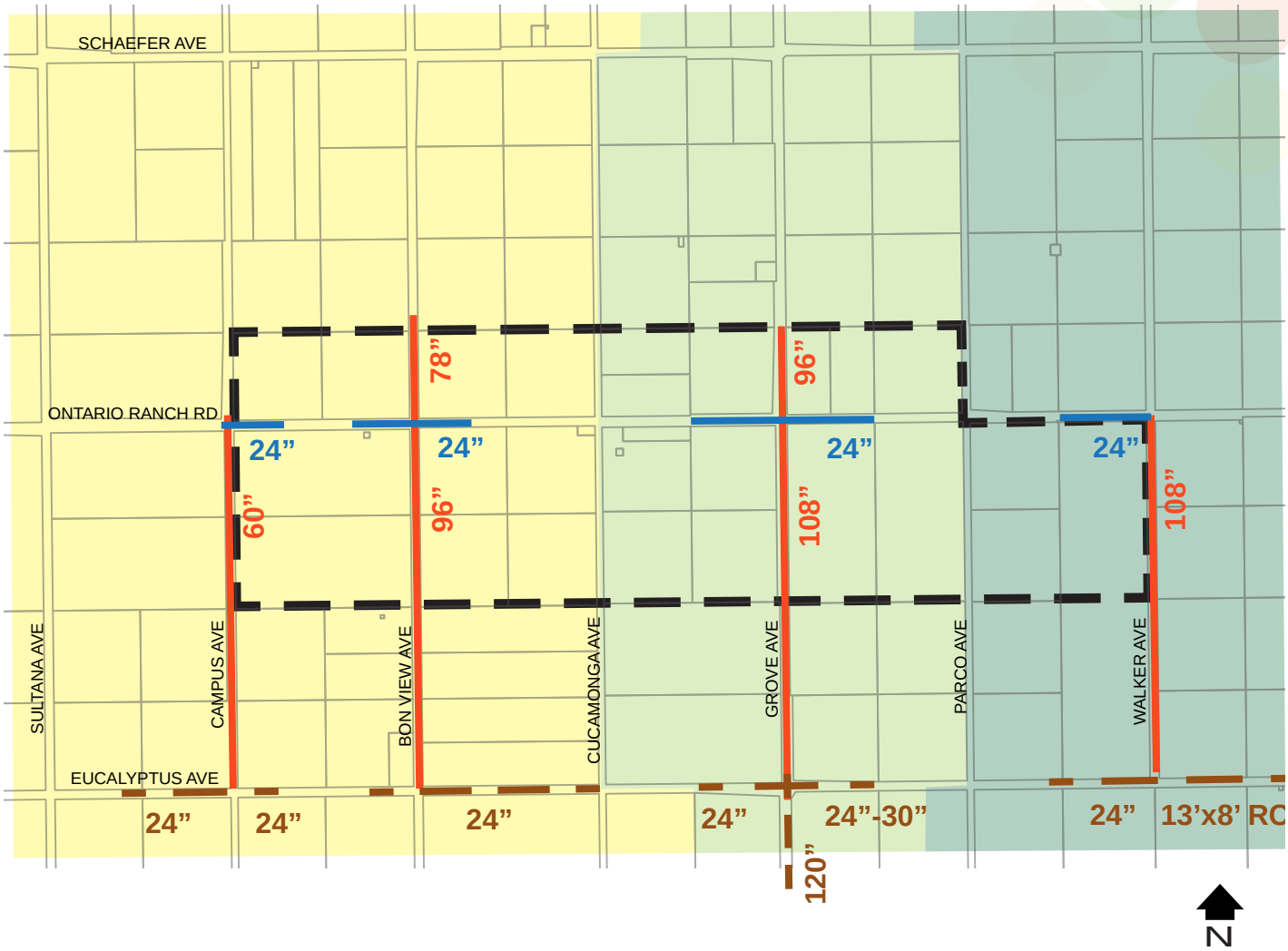
The objective of the WQMP for the project is to minimize the detrimental effects of urbanization on the beneficial uses of receiving waters, which includes effects caused by increased pollutants and changes in hydrology. These effects shall be minimized through the implementation of on-site and off-site Low Impact Development (LID) Site Design Best Management Practices (BMPs) that provide appropriate treatment of the DCV.

In addition, Non-Structural and Structural Source Control Best Management Practices (BMPs), shall also be implemented and documented in the project's approved Water Quality Management Plan and Erosion Control with Grading Plan to reduce pollutant generation and transport from the project site.

Prior to the issuance of grading or construction permits for any parcel or area that disturbs 1 acre or more of land, within the CenterPark Specific Plan area, Erosion/Sediment Control Plans and Storm Water Pollution Prevention Plans (SWPPP) shall be prepared. The SWPPP shall be prepared to comply with California State Water Resources Control Board's (State Water Board) current "General Permit to Discharge Storm Water Associated with Construction Activity" and current "Area Wide Urban Storm Water Runoff" (Regional NPDES) Permits. The SWPPP shall identify and detail all appropriate Best Management Practices (BMPs) to be implemented or installed during construction of the project. In addition to the preparation of a construction SWPPP, any tract map or project that disturbs 1 acre or more of land area shall be required to obtain coverage under the State Water Board's General Permit to Discharge Storm Water Associated with Construction Activity and show evidence of permit coverage to the City of Ontario, prior to the issuance of any grading or construction permits.

NPDES BMPs are not allowed within public right-of-way. All BMPs shall be installed on site and maintained by the HOA. All Priority Land Use (PLU) areas within the Specific Plan Area shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and Trash Requirements in the most current San Bernardino County Area-Wide MS4 Permit.


RIVERSIDE DRIVE
CHINO AVE
SCHAEFER AVE
ONTARIO RANCH RD
EUCALYPTUS AVE
MERRILL AVE
EUCLID AVE
LINE I
SULTANA AVE
CAMPUS AVE
BON VIEW AVE
CUCAMONGA AVE
GROVE AVE
PARCO AVE
WALKER AVE
CUCAMONGA CHANNEL
VINEYARD AVE
CARPENTER AVE
ARCHIBALD AVE
120"
24"
24"
24



LEGEND

- SPECIFIC PLAN REQUIRED STORM DRAIN MAIN (PER MASTER PLAN) (DIF)
- SPECIFIC PLAN REQUIRED STORM DRAIN MAIN (PROJECT SPECIFIC)
- EXISTING STORM DRAIN MAIN (CITY OF ONTARIO)
- DRAINAGE AREA BOUNDARY XVI (TRIBUTARY TO LINE I)
- DRAINAGE AREA BOUNDARY XIII
- DRAINAGE AREA BOUNDARY XII
- CENTERPARK SPECIFIC PLAN

EXHIBIT 5-20 CONCEPTUAL STORM DRAIN IMPROVEMENTS

5.7 FIBER OPTICS

The proposed backbone street fiber optics (conduits, tracer wire, handholes and fiber) will be placed underground within a duct and structure system to be installed by the developer in a joint trench, as illustrated in **Exhibit 5-21, Fiber Optic Master Plan**. In-tract fiber and conduit shall be installed per the In-Tract Fiber Optic Design Guidelines. Maintenance of the installed system will be the responsibility of the City/Special District. Development of the project requires the installation of all fiber optic infrastructure and peripheral equipment necessary to service the project as a stand-alone development.

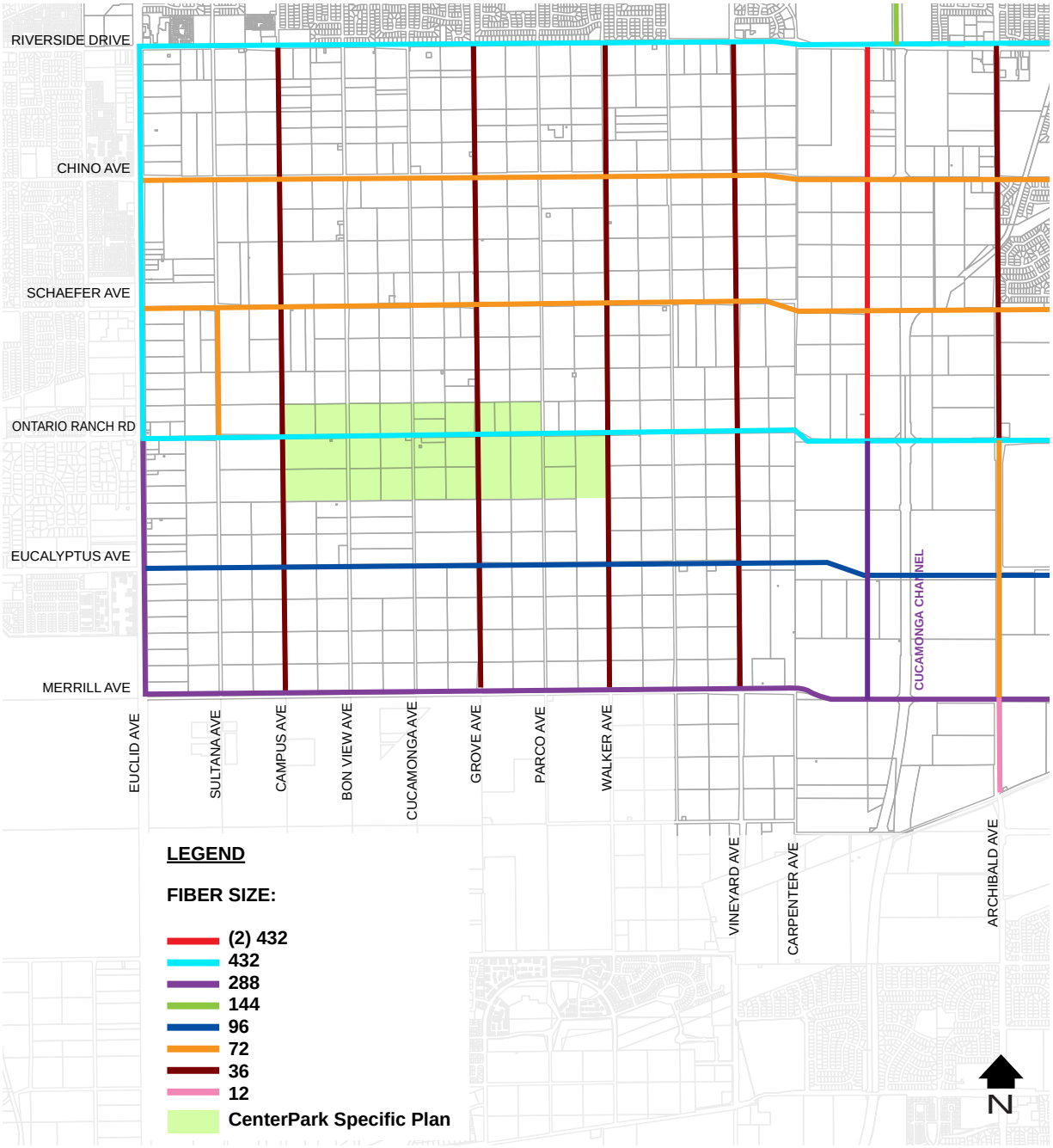


EXHIBIT 5-21 FIBER OPTIC MASTER PLAN

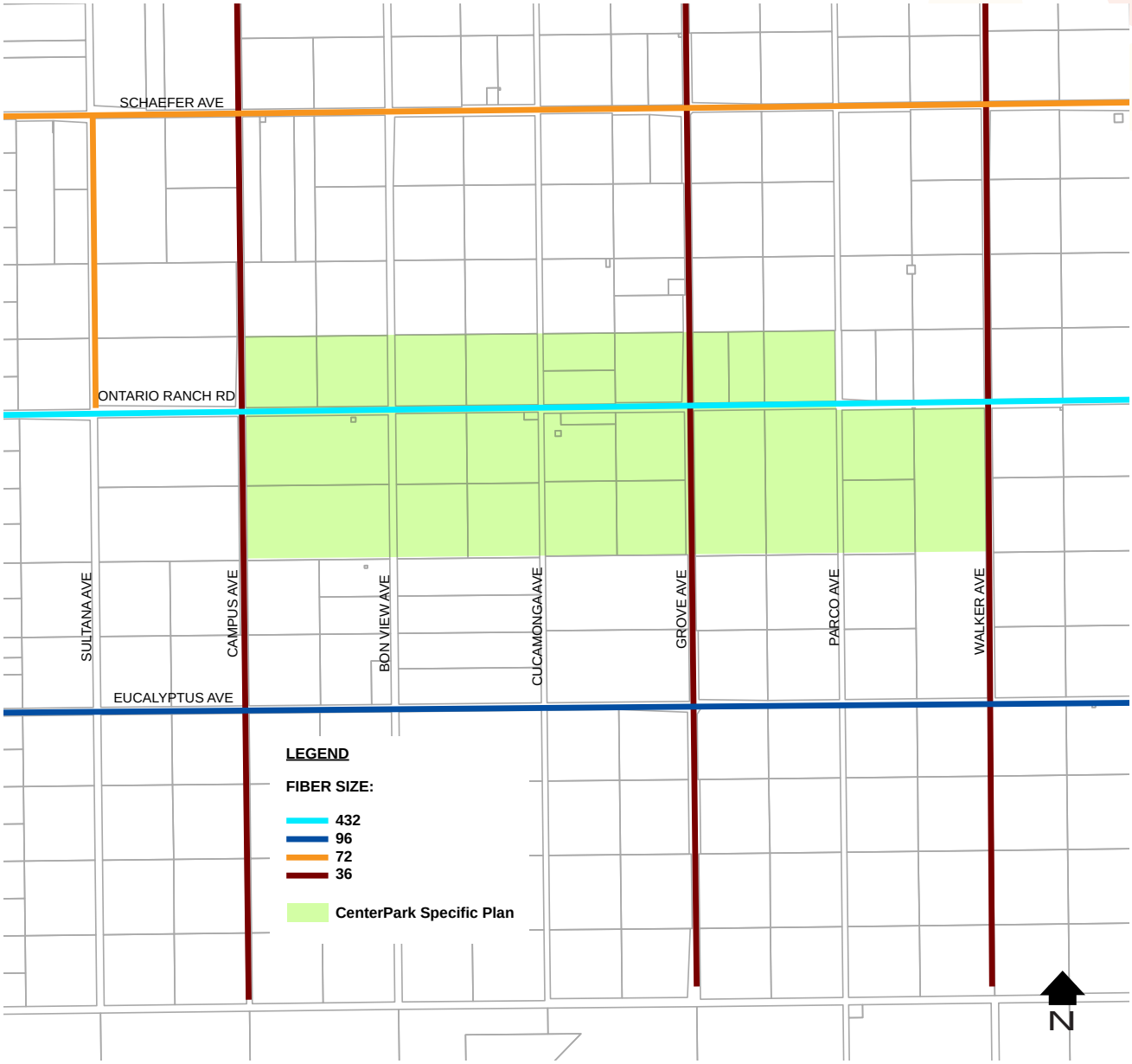


EXHIBIT 5-22 FIBER OPTIC PLAN

5.8 GRADING CONCEPT

The project site generally slopes to the south at approximately 1.0% to 2.0%. The grading activities for CenterPark will generally consist of clearing and grubbing, demolition of existing structures and moving surface soils to construct building pads and streets. Where slope conditions are present, the project lot line shall be located at the top of a slope. Dwelling units and structures adjacent to the sloped areas should be sited to:

- Use the natural ridge as a backdrop for structures;
- Use landscape plant materials as a backdrop; and
- Use structures to maximize concealment of cut slope. If retaining walls are required, the following criteria shall be used:
  - Exposed walls and fences facing roadways shall be no greater than 3 ft. retaining in height (9 ft. total wall), except as necessary for acoustical purposes as identified by the EIR or as required as a condition of approval.
  - Where retaining walls or fences face roadways, they shall be built of decorative materials consistent with the wall theme of the neighborhood.

The Conceptual Grading Plan, as illustrated in **Exhibit 5-23, Conceptual Grading Plan**, provides a balance of cut/fills for the project. Grading plans for each tract within the project shall be reviewed and approved by the City of Ontario Building, Planning and Engineering Departments prior to the issuance of grading permits. All grading plans and activities shall conform to the City's grading ordinance and dust and erosion control requirements.

All landscape areas adjacent to streets, including medians, parkways and neighborhood edges, in the Specific Plan area, shall be finish graded, at a minimum of 1-inch to 2-inch below top-of-curb or sidewalk finish surface, for conservation of irrigation water and increased retention of rainwater runoff. To the maximum extent practicable, all landscaped areas within the project shall be graded as swales and designed to accept runoff water from impervious surfaces.

LEGEND

DIRECTION OF GRADE

CENTERPARK SPECIFIC PLAN

N

EXHIBIT 5-23 CONCEPTUAL GRADING PLAN

5.9 SCHOOLS

The CenterPark Specific Plan is within the school districts of the Chino Valley Unified School District.

Chino Valley Unified School District will serve the school age needs of grades K–12, for the Specific Plan area. The nearest Chino Valley Unified School District elementary school location, within the vicinity of the CenterPark Specific Plan, is Dickey Elementary School, located at 2840 Parco Avenue. The nearest Chino Valley Unified School District middle school location is Woodcrest Junior High School, located at 2725 South Campus Drive. The nearest Chino Valley Unified School District high school location is Chino High School, located at 5472 Park Place, in the city of Chino.

Chino Valley has one high school called Chino High School within the vicinity of the CenterPark Specific Plan located at 5472 Park Place, in the city of Chino.

Development of the project will generate an estimated student population as described in **Table 5-1** below, based on the student generation numbers supplied by the City of Ontario. The project developer shall be required to pay school fees to mitigate school impacts as required by the State of California.

TABLE 5-1 STUDENT POPULATION

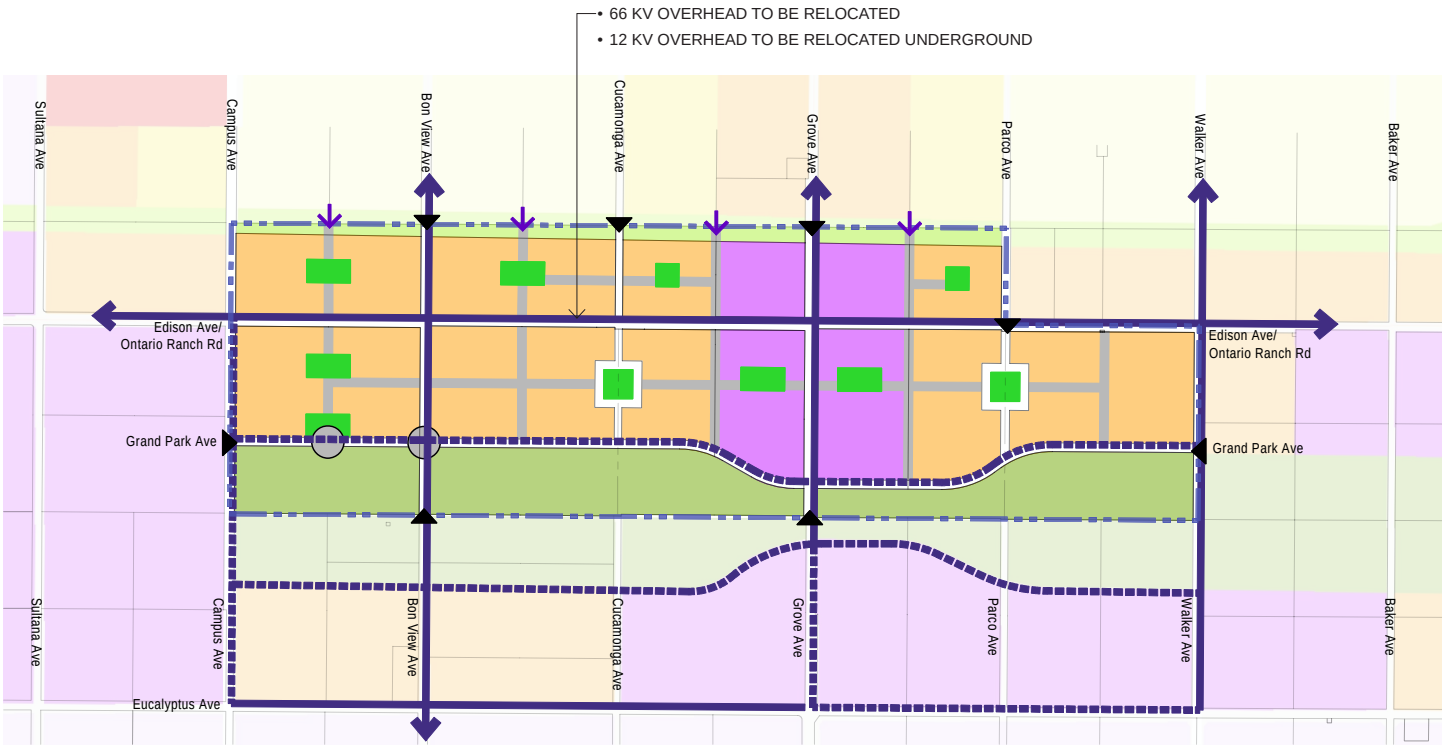
Grades K-5	Grades 6-8	Grades 9-12
Generation Factor 0.38/D.U.	Generation Factor 0.22/D.U.	Generation Factor 0.20/D.U.
0.38 x 4,293 = 1,631	0.22 x 4,293 = 945	0.20 x 4,293 = 859

5.10 NATURAL GAS

The Gas Company will provide natural gas to the project site and install gas mains to the project site as necessary.

5.11 ELECTRICITY

Southern California Edison Company (SCE) currently provides electrical service in the area. All new lines and all existing lines within the project less than 34.5 kV, shall be placed underground by the developer according to City of Ontario requirements and in accordance to City of Ontario undergrounding Ordinance.



SPECIFIC PLAN BOUNDARY

FULL ACCESS

POTENTIAL ACCESS POINT

12 KV OVERHEAD TO BE RELOCATED UNDERGROUND

12 KV UNDERGROUND TO BE ADDED

PUBLIC STREET

PRIVATE STREET

NEIGHBORHOOD PARK (CONCEPTUAL LOCATION)

ROUND-A-BOUT (CONCEPTUAL LOCATION)

N

EXHIBIT 5-24 EXISTING ON-SITE FACILITIES

5.12 SOLID WASTE DISPOSAL

CenterPark shall follow the City of Ontario's latest "Solid Waste Department Refuse and Recycling Planning Manual". City crews, through the Ontario Municipal Utilities Company, will provide solid waste collection and disposal service for the project. The project will participate in City sponsored recycle programs and diversion of special wastes such as tires and construction materials. Provisions for solid waste and recycling for the project are as follows:

- Residential – For curbside automated container service, developer shall comply with Municipal Code Section 6-3.308.9(a) and (d), Residential Receptacles, Placement.
- Recycling Requirements – The developer shall comply with Municipal Code Article 6 Recycling Requirements for Special Business Activity, Section 6-3.601 Business Recycling Plan and Section 6-602 Construction and Demolition Recycling Plan.
- Site Improvement Plans shall follow the City of Ontario refuse collection standards.
- Community trash enclosures ("dumpsters") may be utilized, dependent upon housing product types/ orientation.

SECTION 6: DEVELOPMENT REGULATIONS

6.1 INTRODUCTION

The provisions contained herein shall regulate design and development within the CenterPark Specific Plan. The regulations contained herein provide for the development of all land use categories with development regulations established for residential uses, commercial uses, recreational facilities, and landscaping.

6.2 DEFINITION OF TERMS

The meaning and construction of words, phrases, titles and terms shall be the same as provided in the City of Ontario Development Code Article 2, "Definitions", unless otherwise specifically provided for herein. The definitions of residential types shall be those defined in *Section 4, Land Use Plan* of the CenterPark Specific Plan within the discussion of each respective residential type. The definition of architectural and design terms shall be the same as those provided in the City of Ontario Development Code.

6.3 APPLICABILITY

The development regulations contained herein provide specific land use development standards for the project. Regulations address residential development and provide for general landscaping regulations. Application of the following regulations is intended to encourage the most appropriate use of the land, ensure the highest quality of development and protect the public health, safety and general welfare. Whenever the provisions and development standards contained herein conflict with those contained in the City of Ontario Development Code, the provisions of the CenterPark Specific Plan shall take precedence. Where the CenterPark Specific Plan is silent, City of Ontario codes shall apply. All architectural and landscape improvements shall be consistent with the Design Guidelines contained in *Section 7, Design Guidelines* of the CenterPark Specific Plan. All architectural and landscape plans shall be submitted to the City for approval.

6.4 ADMINISTRATION

The CenterPark Specific Plan is adopted by ordinance and serves to implement the City of Ontario General Plan (TOP) as well as the zoning for the Specific Plan area. The CenterPark Specific Plan addresses general provisions, permitted uses, development standards and design guidelines. The CenterPark Specific Plan Development Regulations address general provisions, permitted uses and development standards for the community. The Specific Plan has been prepared in conformance with the Goals and Polices of the City's Policy Plan as outlined in *Section 9, General Plan Consistency*.

6.5 GENERAL SITE DEVELOPMENT CRITERIA

The following general site development criteria shall apply to all development projects within CenterPark:

1. **Gross Acres** – Except as otherwise indicated, gross acres for all development areas are measured to the centerline of streets.

2. **Adjusted Gross Acres** – For the purpose of determining the proposed intensity of land uses, adjusted gross acres for all development areas are measured outside of the City's ultimate street ROW and adjoining neighborhood edge as required by the City.

3. **Building Modification** – Building additions and/or alterations permitted by the CenterPark Specific Plan shall match the architectural style of the primary unit and shall be constructed of the same materials, details and colors as the primary unit.

4. **Density Transfer** – The CenterPark Specific Plan allocates a target number, type and density of units to each Planning Area as indicated in the **Table 4-1, Land Use Summary**, in *Section 4* of the Specific Plan. Variations in the number and density of dwelling units within each residential Planning Area may occur at the time of final design of the Planning Area depending upon the residential type identified for development. Increases in the number of residential units, up to a maximum of fifteen percent (15%), are permitted among the residential Planning Areas within the project, subject to approval by the City of Ontario and upon agreement of each respective property owner or developer, provided the overall total number of units established for the CenterPark Specific Plan is not exceeded.

5. **Grading** – Development within the project site shall utilize grading techniques as approved by the City of Ontario. Grading concepts shall respond to the design guidelines included in the CenterPark Specific Plan which guide the development of land use toward the goal of providing for a livable community with streets and entries designed for walking and resident interaction.

6. **Maximum Number of Dwelling Units** – The maximum number of residential dwelling units permitted within the CenterPark Specific Plan is 4,293.

7. **Solid Waste/Recycling** - Development within the project shall comply with City requirements for the provision and placement of solid waste and recycling receptacles.

8. **Technology** – All homes and businesses shall accommodate modern technology for internet access, phone, fax, and television. Broadband fiber optics cable will be installed on all peripheral street per the approved Broadband Master Plan, as defined by the City Standards.

9. **Utilities** – All new and existing public utility distribution lines of 35.5 kV or less shall be subsurface throughout the CenterPark Specific Plan.

10. **Best Management Practices** – Development of storm water runoff improvements within the CenterPark Specific Plan shall adhere to currently adopted Best Management Practices (BMP's). The Site Design BMP's may include, but not be limited to, creating landscape strips and landscaped setback areas that can be graded and depressed to retain and infiltrate irrigation water and runoff from smaller storm events, drain rooftops into rain gutters which would drain into an area of porous subgrade and depressing the park areas to provide storm water infiltration and water quality treatment. Common area landscaping and parks shall be designed to function as a series of shallow storm water treatment basins and infiltration zones for storm water runoff from surrounding areas wherever moderately well-draining soils exist.

6.6 PERMITTED USES AND RESIDENTIAL DEVELOPMENT STANDARDS

Uses allowed within the Residential Planning Areas of the CenterPark Specific Plan include a variation of residential densities and uses consistent with the City of Ontario General Plan (TOP).

Permitted Uses are allowed by right and may be developed as the primary land use without additional discretionary approval subject to the development standards and guidelines outlined in the Specific Plan.

Conditionally Permitted Uses are allowed subject to the approval of a Conditional Use Permit (CUP) from the City of Ontario.

Allowed Uses include the development of residential single-family detached dwelling units including conventional, traditional and cluster detached housing types, and single-family attached and multi-family dwelling units that include townhomes, duplexes, triplexes, apartments and other attached housing types. Providing a variety of home types allows homeowners the opportunity to move up within the community as their lifestyles and needs change over time.

Permitted and Conditionally Permitted Land Uses within the Residential Planning Areas of the CenterPark Specific Plan are described in **Table 6-1, Allowable Land Uses**.

The development standards for residential development establish the minimum criteria within the CenterPark Specific Plan. Specific standards for each allowed building type are described in **Table 6-2, Residential Development Standards**.

6.6.1 Permitted Uses

Any land use that is not listed in the CenterPark Specific Plan shall be considered a prohibited land use. Land uses that are similar to one or more of the uses listed below but are not expressly stated as a Permitted or Conditionally Permitted use may be allowed subject to the approval of the Planning Director of the City of Ontario.

Permitted and Conditionally Permitted Land Uses within the Mixed-Use District and Residential Planning Areas of the CenterPark Specific Plan are described in **Table 6-1, Allowable Land Uses**.

TABLE 6-1 ALLOWABLE LAND USES

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
"P" = Permitted Land Uses "C" = Conditionally Permitted Land Uses "A" = Administratively Permitted Uses "--" = Prohibited Land Uses		
AGRICULTURAL USES		
Temporary and Interim Agricultural Uses	P	P
MANUFACTURING		
Apparel Manufacturing	--	C
Artisan Crafts (Made by Hand) such as Glassworks, Jewelry and Pottery	--	C
HEALTHCARE AND SOCIAL ASSISTANCE		
Child Day Care Services (Commercial Facilities)	--	P
Child Day Care Services (Employer Provided Services)	--	P
Medical Office	--	P
Urgent Care	--	P
Vocational Rehabilitation Services	--	C
COMMERCIAL USES		
INFORMATION		
Broadcasting	--	P
Data Processing, Health and Related Services	--	P
Publishing Industries	--	P
Wireless Telecommunication Facilities	--	C
EATING AND DRINKING PLACES AND FOOD SERVICES		
Alcoholic Beverage Sales for Consumption on the Premises (includes all Retailer's On-Sale Licenses issued by the State of California Department of Alcoholic Beverage Control)	--	C
Restaurant		
- Without Drive-Thru	--	P
- With Drive-Thru	--	C
PERSONAL SERVICES		
Couriers and Messengers	--	P
Fitness and Recreational Sports Center		
- Gross Floor Area less than 10,000 sq. ft.	--	P
- Gross Floor Area 10,000 sq. ft. or more	--	C
Pet Boarding and Kennels		
- Day Only (e.g. Doggie Daycare)	--	C
- Overnight Stays	--	C
Postal Services	--	P
Passenger Car Rental and Leasing	--	C

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
OFFICES		
Administrative and Support Services	--	P
Business Management	--	P
Finance and Insurance Offices	--	P
General Offices	--	P
Government Offices	--	P
Management of Companies and Enterprises	--	P
Office Ancillary to a Primary Industrial Use (Less than 10% of GFA)	--	P
Professional, Scientific and Technical Services (e.g. Accounting, Tax Preparation, Architecture, Bookkeeping, Legal, Engineering, Consulting)	--	P
Real Estate Offices	--	P
RETAIL		
Antique Shop	--	P
Alcoholic Beverage Sales for Consumption off the Premises (includes all Retailer's Off-Sale Licenses Issued by the State of California Department of Alcoholic Beverage Control)	--	C
Appliance Store	--	P
Art Supply Store	--	P
Auction Houses	--	C
Automotive Parts and Accessories (including Tires)	--	--
Bakery Retail	--	P
Banks/Credit Unions	--	P
Banks and Credit Unions with Drive-Thru in accordance with the City of Ontario Development Code and Section 5.5.8.5 herein	--	C
Barber/Beauty Shops	--	P
Beauty Supply Store	--	P
Billiard Parlor/Pool Hall	--	C
Book Store	--	P
Bowling Alleys	--	C
Camera Supply Store	--	P
Car Wash-Full Service	--	C
Car Wash-Self-Service as an Ancillary Use	--	C
Catering Services and Facilities	--	C
Clothing and Accessory Store	--	P
Coffee House/Cafe	--	P
Commercial Recreation/Virtual Sports Such as Golf Simulator	--	C
Computer and Home Electronics Retail	--	P

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
Computer, Electronics Home Repair	--	--
Convenience Stores (without Alcoholic Beverage Sales)	--	C
Cutlery	--	P
Dance Hall/Studio Hall	--	C
Delicatessen/Cafeteria	--	P
Drug Store/Pharmacy with Drive-Thru in accordance with the City Development Code and Section 5.5.8.8 herein	--	C
Dry Cleaners (Commercial Off-Site Cleaning Operations Only)	--	P
Electric Vehicle Charging Stations (Automobiles)	--	C
Electric Vehicle Charging Stations (Commercial Trucks)	--	C
Financial Services	--	P
Florist Shop	--	P
Furniture Sales	--	P
Gasoline Fueling Station with Convenience Store (without Alcoholic Beverage Sales)	--	C
General Merchandise/Retail Store	--	P
Garden Supply/Hardware Store	--	P
Grocery Store	--	P
Health Clubs	--	P
Health/Specialty Food Store	--	P
Hobby Supply Store	--	P
Hotels	--	C
Ice Cream Parlor	--	P
Jewelry Store	--	P
Jewelry, Watch and Clock Repair	--	P
Liquor Store	--	C
Live Performance Facility, Night Club	--	C
Locksmith/Key Shop	--	P
Luggage and Leather Goods	--	P
Medical Clinic/Healthcare Center/Urgent Care	--	P
Nursery School/Day Care Facility/Child Care Center	--	P
Office Supplies and Equipment	--	P
On-Site Alcoholic Beverage Sales Establishment	--	C
Personal Service Shops	--	P
Pet and Pet Supply Stores	--	P
Photocopy Services	--	P
Photography Studio	--	P
Places of Worship	C	C

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
Plant Nurseries (Retail)	--	C
Recreational Equipment Sales (E-Bikes, Kayaks, etc.)	--	P
Restaurant, Family Full Service, Specialty and Fast Food	--	P
Schools, Colleges, Universities, Professional Schools	--	C
Shoe Store/Repair	--	P
Sporting Goods Store	--	P
Stationary & Gift Shops	--	P
Travel Agencies	--	P
Video Arcade	--	C
RESIDENTIAL USES		
Single-Family Detached /Attached / Multi-Family Residences		
- Single-Family Dwellings	P	P
- Attached and Detached Condominiums	P	P
- Townhomes	P	P
- Stacked Flats	P	P
- Multiple Family Dwellings/Apartments	P	P
Residential Community Care Facility (6 or Less)	P	P
Home Occupation	P	P
Public School K-12 in accordance with the City Development Code	P	P
Model Homes and temporary related Signage, Sales and Parking Facilities	A	A
Senior Center	C	C
Senior Housing	P	C
Convalescent Facility	C	C
Live/Work Units	C	C
Places of Public Assembly (including Places of Worship)	C	C
Residential Day Care Facilities serving up to 14 Children	P	P
Private Recreation	C	C
Single Room Occupancy (SRO) Facilities	--	C
Accessory Residential Structures		
- Accessory Dwelling Units	P	P
- Accessory Residential Structures (Includes Guesthouses, Garages, Carports, Garden and Tool Sheds and Other Ancillary Buildings and Structures determined appropriate by the Planning Director)	P	P
Animal Keeping		
- 4 or fewer Pets	P	P
Employee (Farmworker) Housing		
- 6 or fewer Employees	--	C
Vocational/Trade Schools	--	C

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
Temporary Uses and Interim Uses		
Amusement (i.e. Circuses, Carnivals, etc.)	--	A
Christmas Tree, Pumpkin and Similar Lots	--	A
Outdoor Displays	--	A
Parking Lot Sales	--	A
Street/Craft Fairs and Farmer's Markets	--	A
Temporary Structures	--	A
SPECIALTY USES		
Police Store Front/Sub Station/Fire Station/Emergency Services	--	P
Public Parks, Community Centers and Similar Facilities	--	P

6.6.2 Residential Development Standards

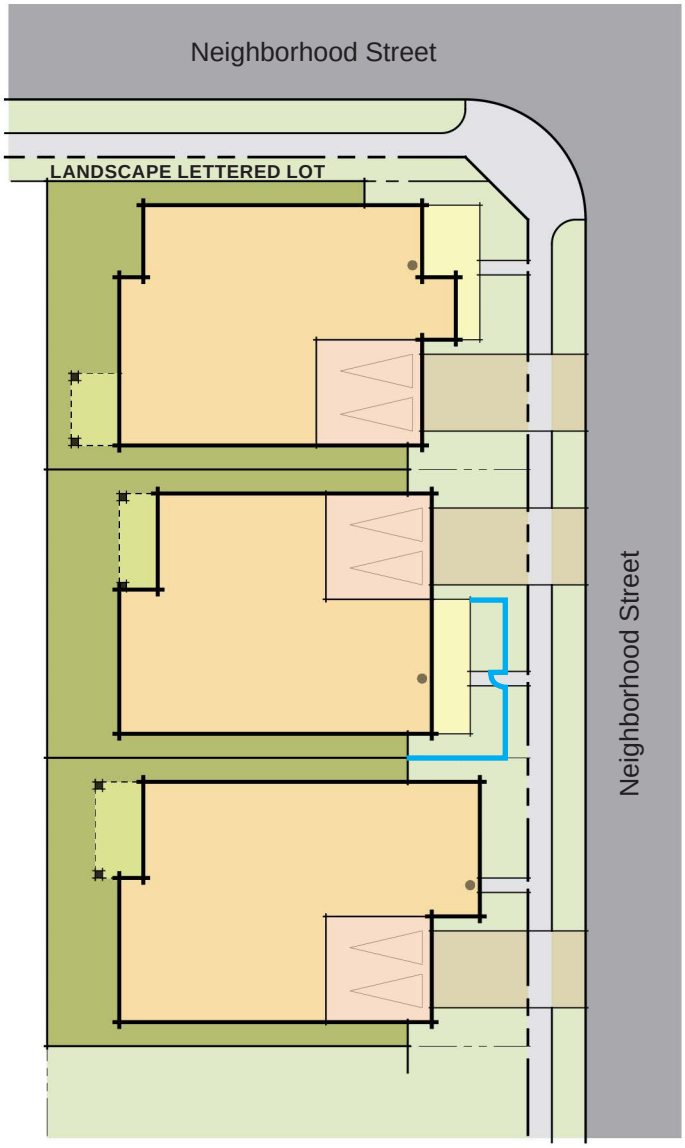
A variety of home types, composed of detached and attached residential buildings, are permitted within CenterPark. This variety optimizes a range of choices and a mix of homes within the community. Home types range from single-family detached residences and detached condominiums, to 5-story apartment buildings. Providing a variety of home types allows homeowners the opportunity to move up within the community as their lifestyles and needs change over time.

The following development standards for residential development establish the minimum criteria for the development within the CenterPark Specific Plan. The following exhibits depict the typical plotting for the anticipated detached and attached home types within the Specific Plan area.

Important to note: The following exhibits depict conceptual plotting only. The building footprints shown are not intended to represent actual floor plans or building configurations nor do they represent a comprehensive list of allowed home types.

The final product types within the Specific Plan area will be reviewed and determined at future TTM and Development Plan review

Additional residential designs that are consistent with the Specific Plan Development Standards and Design Guidelines may be approved by the City of Ontario Planning Director.



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	3,500 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage - Side Entry Door	10 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	5 ft.
Rear Yard to Living	10 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Living to Living	20 ft.
Side to Side (5)	8 ft.
Rear to Rear (Garage to Living)	14 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

(5) Interior side yard setback may be reduced to 4 ft. in conditions where there is no side yard wall and the minimum usable side private yard area is 8 ft. min.

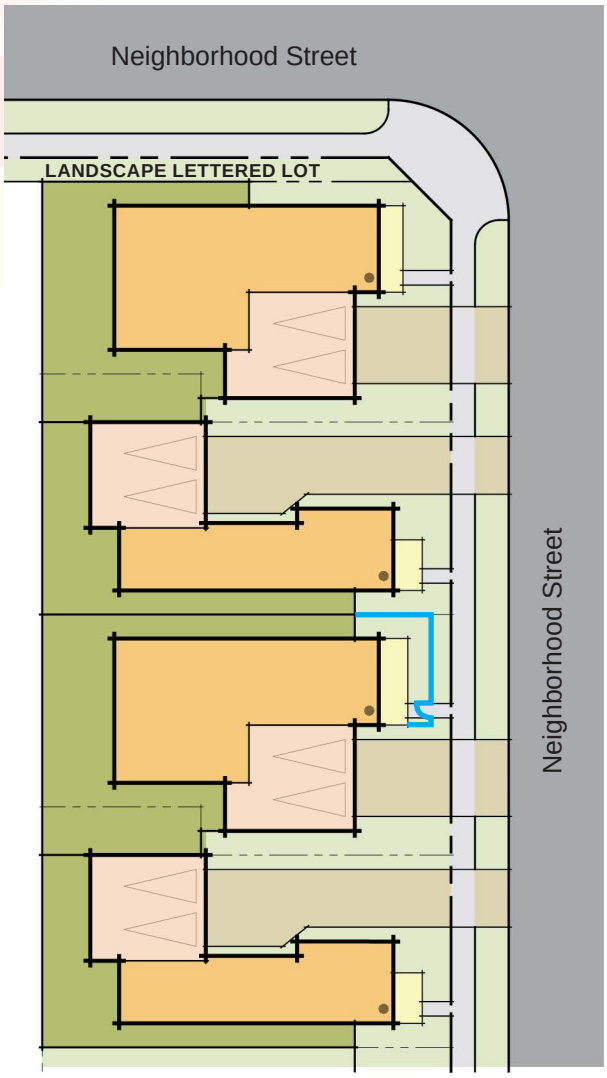
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-1 CONVENTIONAL SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	2,500 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage - Side Entry Door	10 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	N/A
Rear Yard to Living	10 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Living to Living	20 ft.
Side to Side (5)	8 ft.
Rear to Rear (Garage to Living)	14 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

(5) Interior side yard setback may be reduced to 4 ft. in conditions where there is no side yard wall and the minimum usable side private yard area is 8 ft. min.

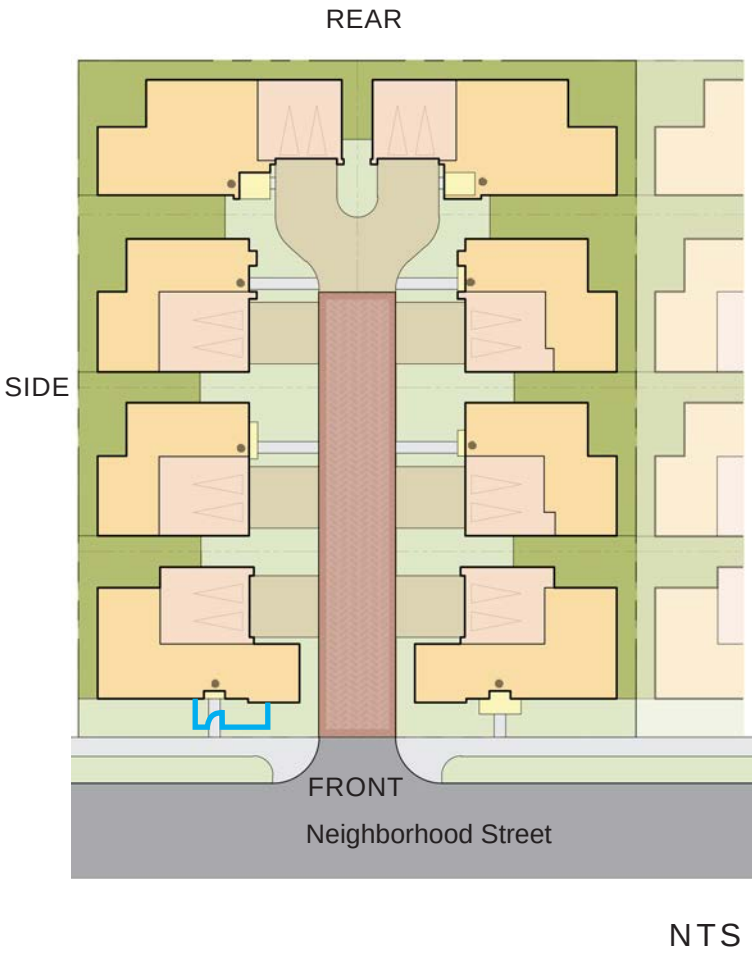
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-2 Z LOT/ZERO LOT SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	2,500 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage to Private Drive	10 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	5 ft.
Rear Yard to Living	4 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Side to Side	10 ft.
Rear to Rear	8 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk, including a 5 ft. mi. lettered lot.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

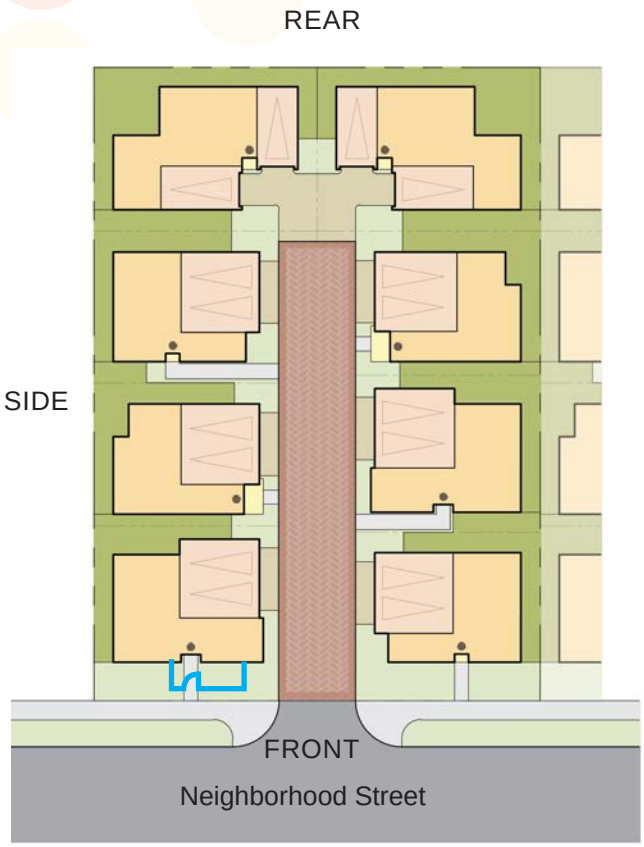
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-3 LARGE CLUSTER SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	1,800 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage to Private Drive	3 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	5 ft.
Rear Yard to Living	4 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Side to Side	10 ft.
Rear to Rear	8 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk, including a 5 ft. mi. lettered lot.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

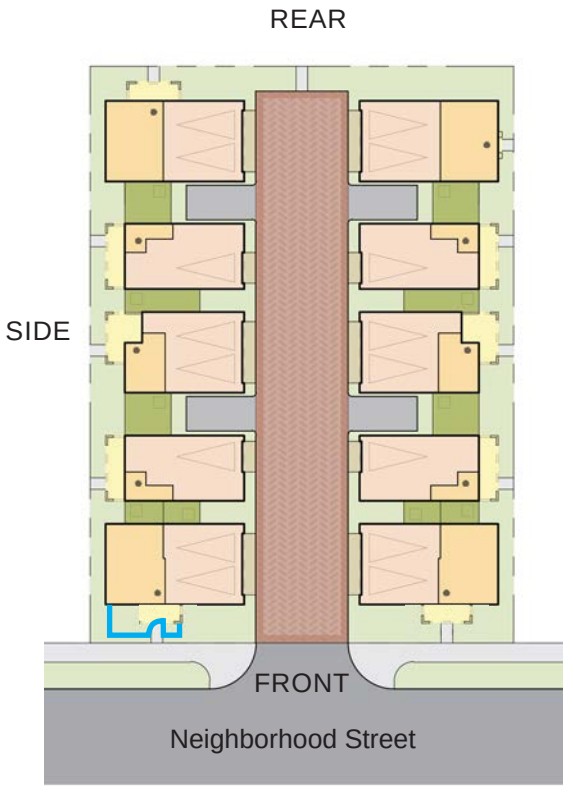
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-4 SMALL CLUSTER SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	1,800 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage Door to Private Drive	3 ft.
Corner Side Yard	10 ft.
Interior Side Yard	10 ft.
Rear Yard to Living	8 ft.
Rear Yard to Garage	8 ft.
Building Separation (Minimum)	
Side to Side	20 ft.
Interior Parking Setback to Garage	1 ft.
Interior Parking Setback to Living	5 ft.
Rear to Rear	16 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	65%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (2) (3)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(3) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

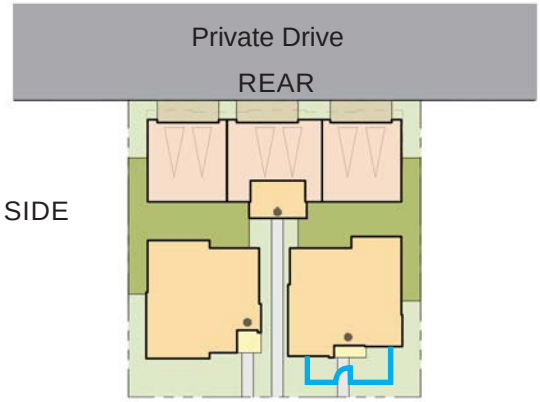
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-5 COURTYARD SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	6,000 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	N/A
Garage Door to Private Drive	3 ft.
Corner Side Yard (2)	9 ft.
Interior Side Yard	4 ft.
Rear Yard to Living	3 ft.
Building Separation (Minimum)	
Front to Front	20 ft.
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

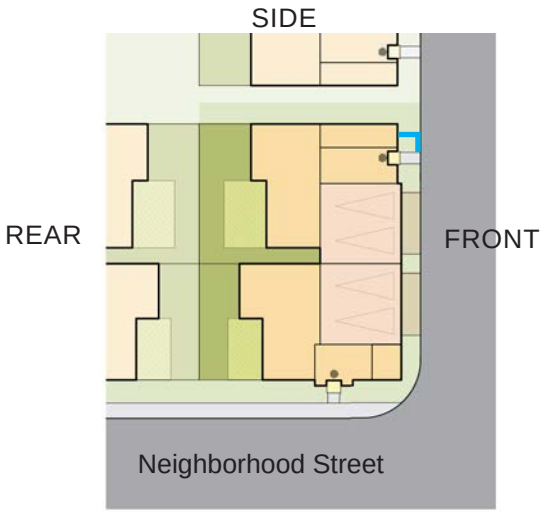
(1) Setback measured from property line unless otherwise noted.
(2) Corner side setbacks are measured from ROW/back of sidewalk.
(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

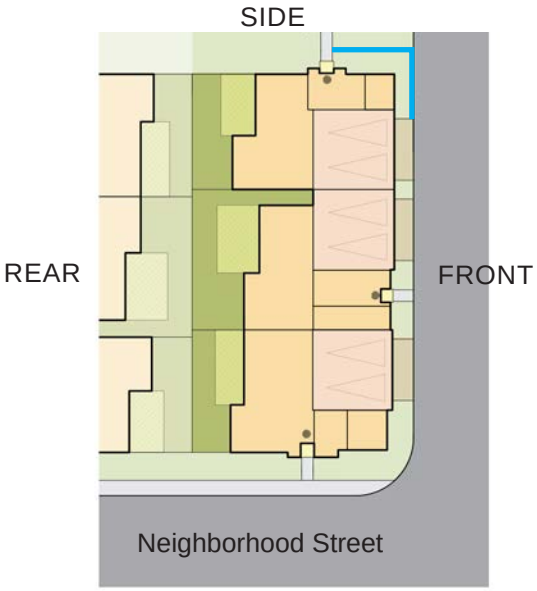
- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-6 COTTAGE SFD



DUPLEX

NTS



TRIPLEX

NTS

NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

DEVELOPMENT STANDARDS	ATTACHED (2 STORY)	ATTACHED (3 STORY)
Lot Dimensions (Minimum)		
Net Lot Area	N/A	N/A
Setback (Minimum) (1)		
Front Yard	10 ft.	12 ft.
Covered Porch	5 ft.	5 ft.
Low Wall	2.5 ft.	2.5 ft.
Front Facing Garage	3 ft.	3 ft.
Garage - Side Entry Door	N/A	N/A
Corner Side Yard (2)	10 ft.	12 ft.
Interior Side Yard	4 ft.	5 ft.
Rear Yard	10 ft.	10 ft.
Garage Door to Private Drive	3 ft.	3 ft.
Building Separation (Minimum)		
Side to Side	8 ft.	10 ft.
Side to Rear	14 ft.	15 ft.
Rear to Rear	20 ft.	20 ft.
Building Height (Maximum)		
Building Height	28 ft.	38 ft.
Accessory Structure	16 ft.	16 ft.
Building Coverage (Maximum)		
Building Coverage	65%	70%
Open Space Coverage (Minimum)		
Common Open Space Required	250 SF/DU	250 SF/DU
Private Open Space/Unit	150 SF (1ST FLR) 75 SF (UPPER FLRS)	75 SF
Maximum Wall and Fence Heights (3) (4)		
Walls and Fences	6 ft.	6 ft.
Walls/Fences w/Retaining	9 ft.	9 ft.

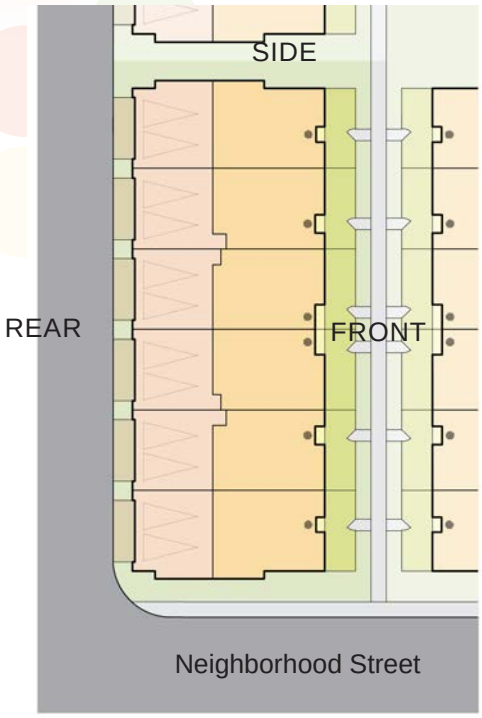
(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

EXHIBIT 6-7 DUPLEX/TRIPLEX SFD



NTS

DEVELOPMENT STANDARDS	ATTACHED (2 STORY)	ATTACHED (3 STORY)
Lot Dimensions (Minimum)		
Net Lot Area	N/A	N/A
Setback (Minimum) (1)		
Front Yard	10 ft.	12 ft.
Covered Porch	5 ft.	5 ft.
Low Wall	2.5 ft.	2.5 ft.
Front Facing Garage	3 ft.	3 ft.
Garage - Side Entry Door	N/A	N/A
Corner Side Yard (2)	10 ft.	12 ft.
Interior Side Yard	N/A	N/A
Rear Yard	3 ft.	3 ft.
Garage Door to Private Drive	3 ft.	3 ft.
Building Separation (Minimum)		
Front to Front (includes porch) (3)	20 ft.	20 ft.
Front to Side	15 ft.	16 ft.
Side to Side	10 ft.	12 ft.
Side to Rear	N/A	N/A
Rear to Rear	30 ft.	30 ft.
Building Height (Maximum)		
Building Height	28 ft.	38 ft.
Accessory Structure	16 ft.	16 ft.
Building Coverage (Maximum)		
Building Coverage	65%	70%
Open Space Coverage (Minimum)		
Common Open Space Required	250 SF/DU	250 SF/DU
Private Open Space/Unit	150 SF (1ST FLR) 75 SF (UPPER FLRS)	75 SF
Maximum Wall and Fence Heights (4) (5)		
Walls and Fences	6 ft.	6 ft.
Walls/Fences w/Retaining	9 ft.	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

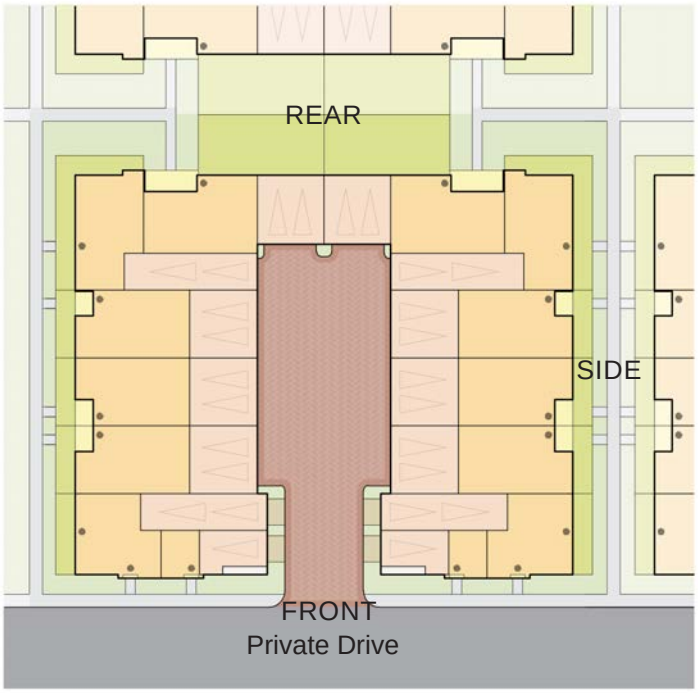
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-8 TOWNHOME/ROWTOWN SFA



NTS

DEVELOPMENT STANDARDS	ATTACHED (2 STORY)	ATTACHED (3 STORY)
Lot Dimensions (Minimum)		
Net Lot Area	N/A	N/A
Setback (Minimum) (1)		
Front Yard	10 ft.	12 ft.
Covered Porch	5 ft.	5 ft.
Low Wall	2.5 ft.	2.5 ft.
Front Facing Garage	18 ft.	18 ft.
Garage - Side Entry Door	10 ft.	10 ft.
Corner Side Yard (2)	10 ft.	12 ft.
Interior Side Yard	10 ft.	12 ft.
Rear Yard	10 ft.	10 ft.
Rear Yard to Garage	N/A	N/A
Building Separation (Minimum)		
Front to Front (includes porch)	N/A	N/A
Front to Side	N/A	N/A
Side to Side (3)	20 ft.	24 ft.
Side to Rear	20 ft.	25 ft.
Rear to Rear	20 ft.	25 ft.
Building Height (Maximum)		
Building Height	28 ft.	38 ft.
Accessory Structure	16 ft.	16 ft.
Building Coverage (Maximum)		
Building Coverage	65%	70%
Open Space Coverage (Minimum)		
Common Open Space Required	250 SF/DU	250 SF/DU
Private Open Space/Unit	150 SF (1ST FLR) 75 SF (UPPER FLRS)	75 SF
Maximum Wall and Fence Heights (4) (5)		
Walls and Fences	6 ft.	6 ft.
Walls/Fences w/Retaining	9 ft.	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

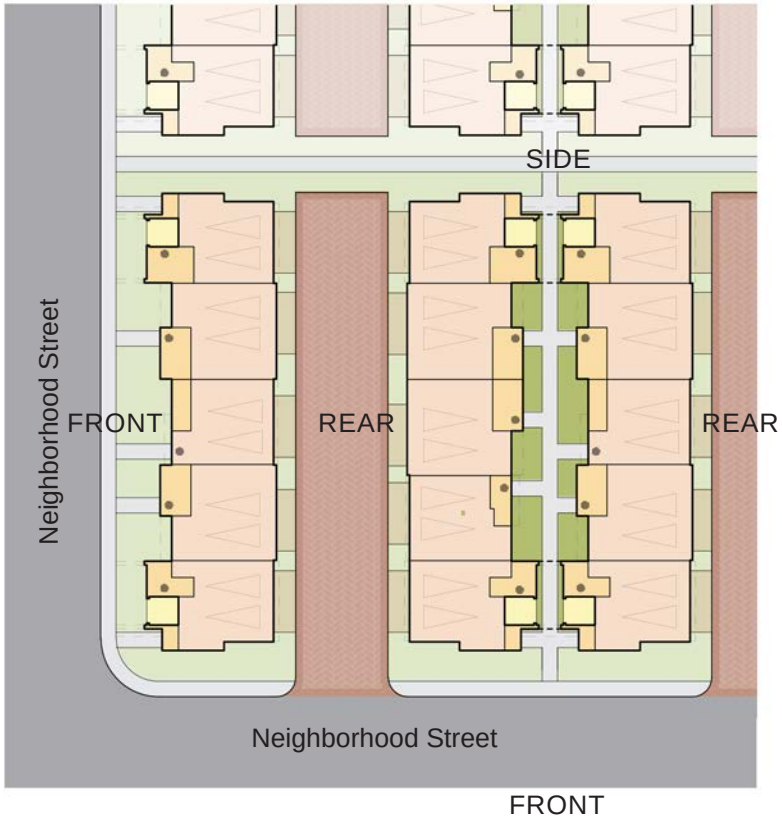
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-9 AUTOCOURT SFA



NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	10 ft.
Corner Side Yard (2)	12 ft.
Interior Side Yard	6 ft.
Rear Yard	3 ft.
Rear Yard to Garage	3 ft.
Building Separation (Minimum)	
Front to Front (includes porch) (3)	N/A
Front to Side	N/A
Side to Side	15 ft.
Side to Rear	N/A
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

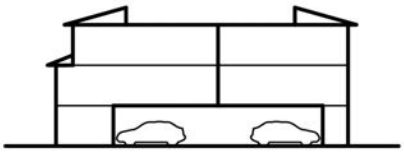
(1) Setback measured from property line unless otherwise noted.
(2) Corner side setbacks are measured from curb.
(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.
(5) Porch structure minimum depth and width and clear space size.

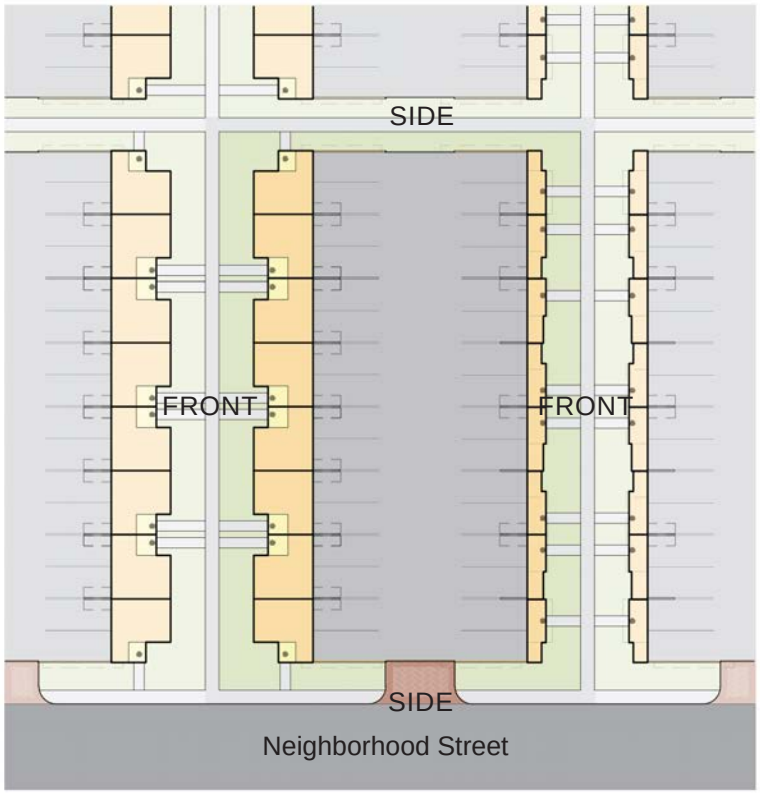
NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-10 COURTYARD TOWNHOMES





NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	12 ft.
Interior Side Yard	6 ft.
Rear Yard	N/A
Rear Yard to Garage	N/A
Building Separation (Minimum)	
Front to Front (includes porch) (3)	24 ft. / 30 ft.
Front to Side	15 ft.
Side to Side	15 ft.
Side to Rear	N/A
Rear to Rear	N/A
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:

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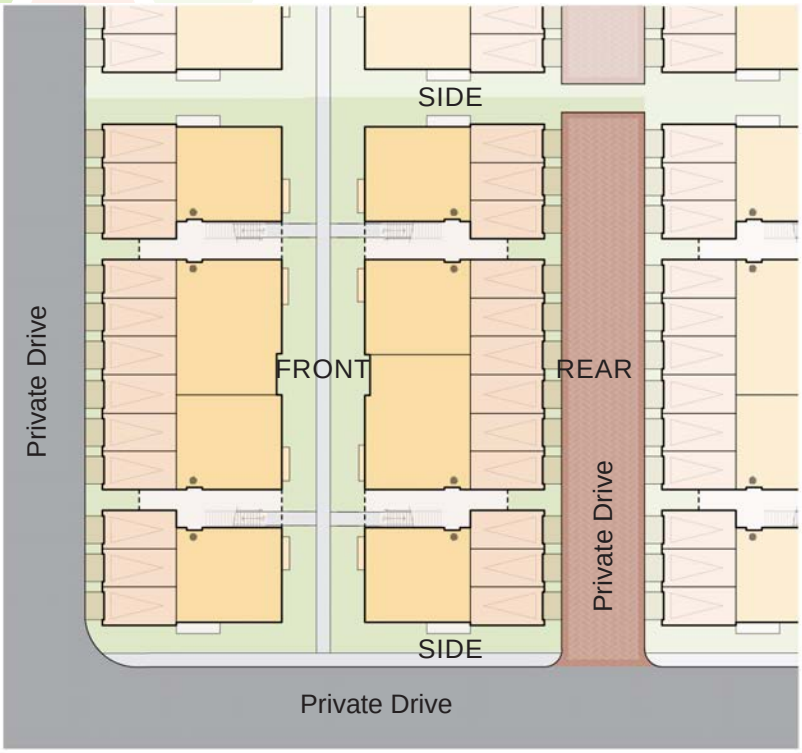
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-11 3 STORY PODIUM SFA



NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	10 ft.
Interior Side Yard	6 ft.
Rear Yard	3 ft.
Rear Yard to Garage	3 ft.
Building Separation (Minimum)	
Front to Front (includes porch) (3)	24 ft. / 30 ft.
Front to Side	15 ft.
Side to Side	20 ft.
Side to Rear	N/A
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

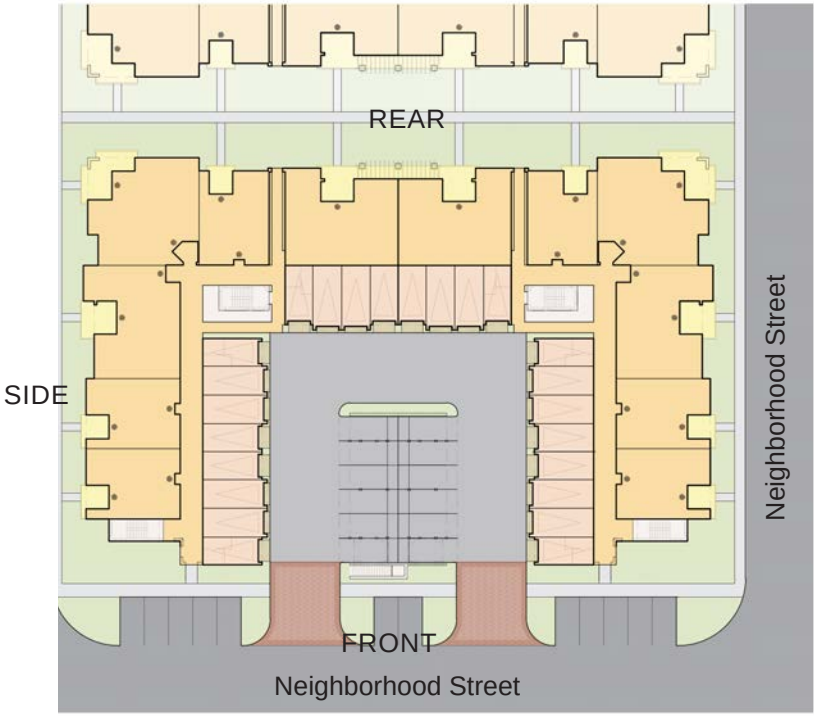
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-12 TUCK UNDER APARTMENT/CONDOMINIUM



NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	3 ft.
Garage - Side Entry Door	N/A
Corner Side Yard (2)	10 ft.
Interior Side Yard	6 ft.
Rear Yard	10 ft.
Rear Yard to Garage	N/A
Building Separation (Minimum)	
Front to Front (includes porch) (3)	N/A
Front to Side	N/A
Side to Side	15 ft.
Side to Rear (3)	20 ft.
Rear to Rear (3)	30 ft.
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

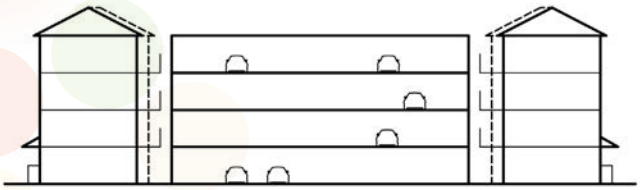
(5) Porch structure minimum depth and width and clear space size.

NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-13 MOTORCOURT APARTMENT/CONDOMINIUM

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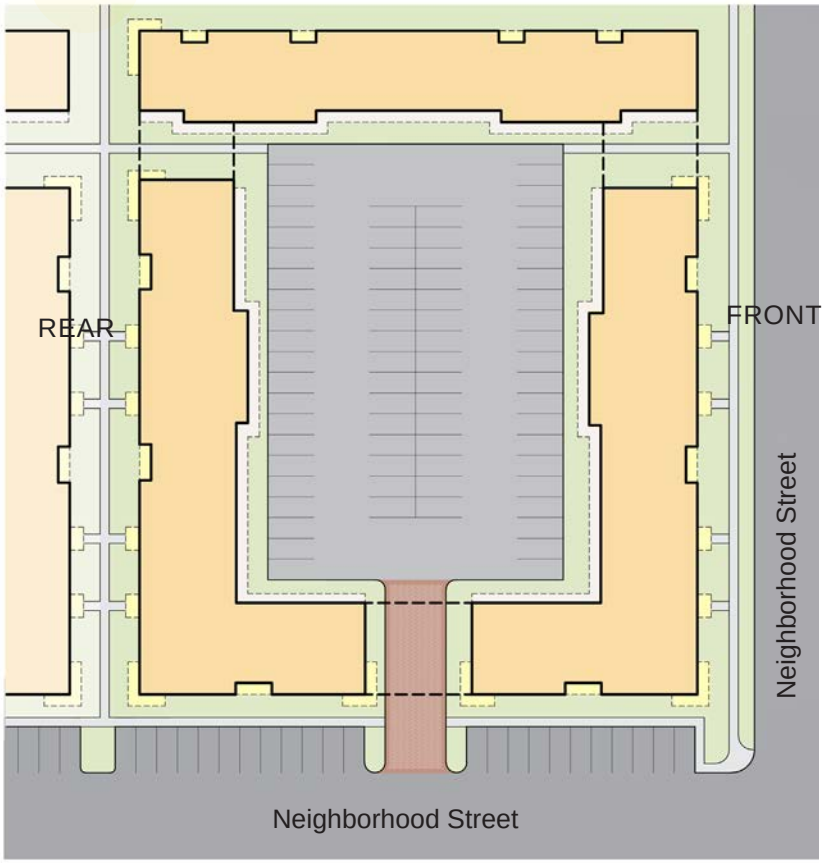


NTS

NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

DEVELOPMENT STANDARDS	ATTACHED (+3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	15 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	15 ft.
Interior Side Yard	15 ft.
Rear Yard	15 ft.
Rear Yard to Garage	N/A
Building Separation (Minimum)	
Front to Front (includes porch)	20 ft. (2 story) 30 ft. (3 story) 40 ft. (4+ story)
Front to Side	N/A
Side to Side	30 ft.
Side to Rear	30 ft.
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	58 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	75%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

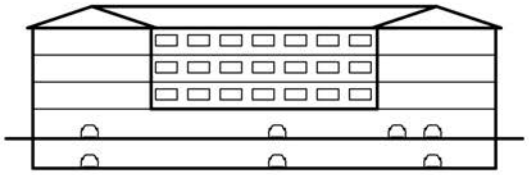
(2) Corner side setbacks are measured from curb.

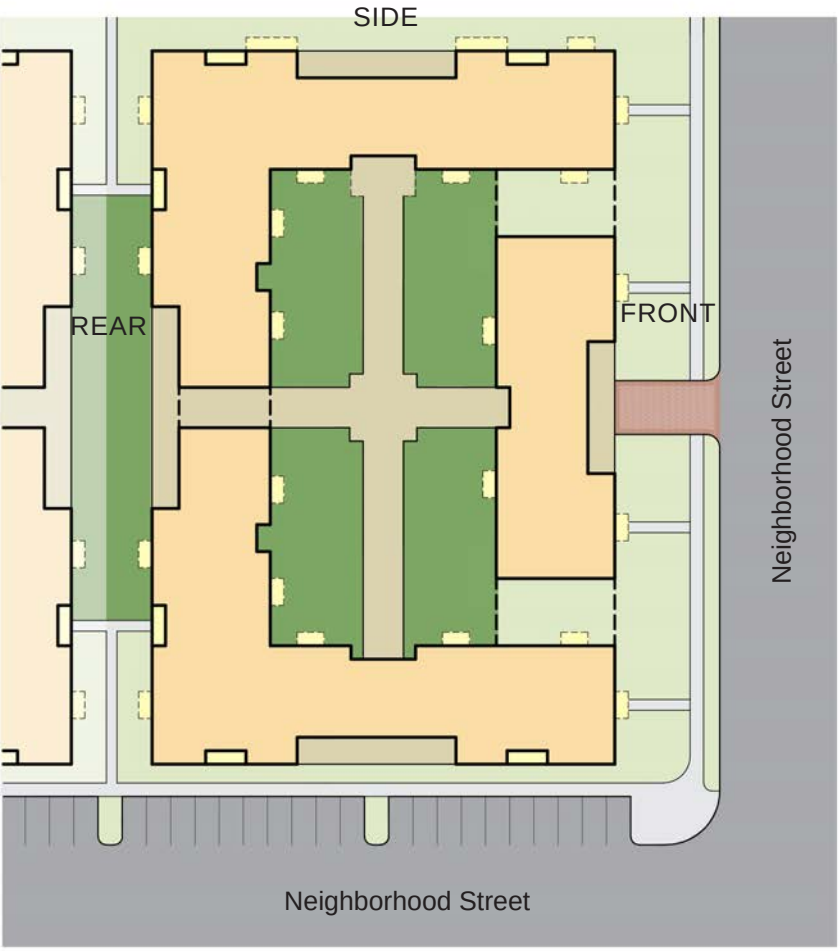
(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

EXHIBIT 6-14 WRAP MULTI-FAMILY





NTS

NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

DEVELOPMENT STANDARDS	ATTACHED (+3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	15 ft.
Covered Porch	3 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	15 ft.
Interior Side Yard	15 ft.
Rear Yard	15 ft.
Rear Yard to Garage	3 ft.
Building Separation (Minimum)	
Front to Front (includes porch)	20 ft. (2 story) 30 ft. (3 story) 40 ft. (4+ story)
Front to Side	N/A
Side to Side	30 ft.
Side to Rear	30 ft.
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	58 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	75%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

EXHIBIT 6-15 PODIUM MULTI-FAMILY

6.6.3 *Use and Benefit Easements*

In order to optimize usable yard area, decrease the visual impact of the garage from the street or otherwise provide a better quality of life, some single-family detached home types may utilize "use and benefit easements".

Higher density SFD neighborhoods are typically developed either as detached condominiums or as fee simple lots. The easements are an alternative to conventional "zero lot line" programs. Architecturally, it allows high windows on the non-active side of the house to allow natural light on three sides of the floor plan. Zero lot line programs generally have a large blank wall along one side yard.

The "use and benefit easements" (**See Exhibit 6-16, Use and Benefit Easements**) shall be recorded on the subject property's deed and shall be described in the Covenants, Conditions and Restrictions of the respective homeowners association.

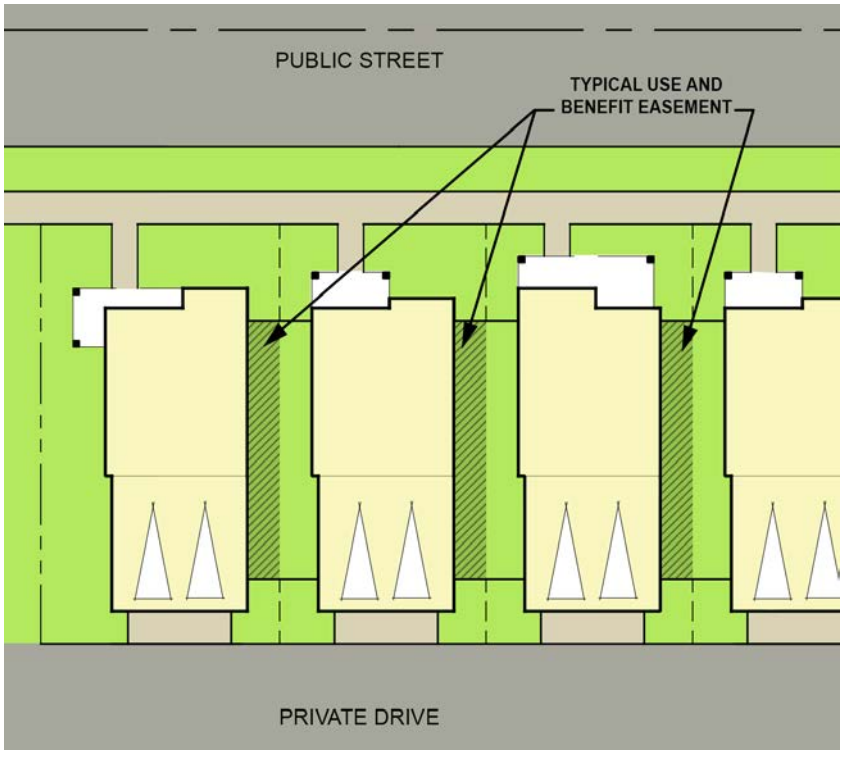


EXHIBIT 6-16 USE AND BENEFIT EASEMENTS

6.7 MIXED-USE DEVELOPMENT STANDARDS

Uses allowed within the Mixed-Use Planning Areas of the CenterPark Specific Plan include a variety of retail, office and higher density residential uses consistent with the City of Ontario General Plan (TOP).

Permitted Uses are allowed by right and may be developed as the primary land use without additional discretionary approval subject to the development standards and guidelines outlined in the Specific Plan. Conditionally Permitted Uses are allowed subject to the approval of a Conditional Use Permit (CUP) from the City of Ontario.

TABLE 6-2 MIXED-USE DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	RETAIL COMMERCIAL AND OFFICE
Minimum Lot Size/Area	**8,000 sq ft**
Floor Area Ratio (Calculated based on gross site average)	
Maximum Commercial	**0.3 FAR**
Maximum Office	**0.7 FAR**
Building Height (maximum) [5]	
Structures	**45 ft**
Architectural Projections (including towers, focal elements, cupulas, etc.)	**55 ft**
Minimum Landscape Coverage	10%, all setback from right-of-way areas shall be landscaped
Building Setbacks (minimum)	
From Ontario Ranch Road Right-Of-Way	**35 ft** [4]
From Grove Avenue Right-Of-Way	**20 ft**
From Private or Local Street	**10 ft** [2]
From residential structures	**25 ft**
From SCE Property Line/Easements	**0 ft**
Parking Setbacks (minimum) [1] [3]	
From Ontario Ranch Road Right-Of-Way	**35 ft**
From Grove Avenue Right-Of-Way	**20 ft**
From Private or Local Street	**10 ft**
From adjacent property	**5 ft**
From SCE Property Line/Easements	**0 ft**

Footnotes:

1. Per the City of Ontario Development Code. Commercial parking standards still apply.
2. Refer to Section 7, Landscape Design Guidelines for further setback/design requirements.
3. Parking stalls perpendicular to street shall be screened by landscaping, berms, or decorative walls that match architectural style of nearest development. Landscape screening shall mature to a minimum height of 36 inches (to screen car grilles).
4. Buildings shall be set back to the Neighborhood Edge or to the given setback from R.O.W., whichever is more restrictive. Where a Neighborhood Edge condition does not exist, setbacks from R.O.W. shall govern.
5. Maximum building heights shall comply with the requirements of Chino Airport Land Use Compatibility Plan ("CNO ALUCP").

6.8 RESIDENTIAL PARKING STANDARDS

6.8.1 Off-Street Parking Requirements

Off-street parking spaces shall be provided pursuant to **Table 6-3, Off-Street Parking Requirements**. If more than one land use is established on a lot or project site, the number of off-street parking spaces required shall be equal to the sum of the requirements prescribed for each individual land use.

The Omnitrans Bus Rapid Transit Corridor (BRT Corridor) is planned to be implemented along Ontario Ranch Road as a part of future development. The BRT Corridor is expected to provide convenient and accessible public transportation for future residents and visitors of CenterPark; and hence the potential for residents and visitors to have a reduced need for private transportation requirements. In anticipation of the future implementation of the high speed public transport route, developments which exceed the minimum density of 20 DU/Acre, located within 330 ft. of the BRT corridor along Ontario Ranch Road may be allowed to have reduced parking requirements. Refer to the Alternative Multi-Family Standards in the following **Table 6-3, Off-Street Parking Requirements**.

Minimum Standards

The parking requirements of **Table 6-3, Off-Street Parking Requirements** are expressed as minimum standards, which should be met and not exceeded. Nevertheless, if additional parking is essential to a project, the minimum parking standard may be exceeded as follows:

1. Residential Uses—Additional Parking Allowed Without Limit. For residential uses, there is no maximum limit as to the number of parking spaces that may be provided. As such, any additional parking may be provided as a matter of right.
2. Attached Residential Uses—The parking requirements for Attached Single Family Uses, including Multi-Family Residential Uses may be met using the City of Ontario Parking Standards for minimum parking or alternative minimum parking standards as defined in **Table 6-3**.
3. Residential development with a minimum density of 11 DU/AC (Net) including multi-family development, located within 330 ft. of Ontario Ranch Road may use the alternative parking standards as identified in **Table 6-3**.
4. Nonresidential Uses—Limited Additional Parking Allowed. Additional parking spaces provided in excess of the number required pursuant to **Table 6-3** of this Section may be provided for nonresidential uses or the nonresidential portions of mixed-use projects, as follows:
    a. Parking spaces may be provided up to a maximum of 10 percent above the required number as a matter of right, without any discretionary review by the City.
    b. Parking spaces provided in excess of 10 percent above the required number shall be allowed only upon approval by the Planning Commission, based upon proven need.

Gross Floor Area (GFA)

References to spaces per sq. ft. are to be computed based upon GFA, unless otherwise specified, and includes allocations of shared restrooms, and circulation and storage areas, and other similar common facilities.

Rounding of Off-Street Parking Calculations

If a fractional number results from calculations performed in compliance with this Section, one parking space shall be required for a fractional unit of 0.50 or greater, and no space shall be required for a fractional unit of less than 0.50.

TABLE 6-3 OFF-STREET PARKING REQUIREMENTS

OFF-STREET PARKING REQUIREMENTS		
	REQUIREMENTS	**NOTES**
CONVENTIONAL SINGLE-FAMILY	• 2 spaces per dwelling within a garage	
SINGLE-FAMILY DETACHED	• 2 resident spaces per dwelling • 1 guest/visitor space per 4 dwellings	• Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. • A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed.
ATTACHED SINGLE-FAMILY	**ONTARIO MULTI-FAMILY STANDARDS** • Studio: 1.5 spaces per dwelling • 1-Bedroom: 1.75 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 2.5 spaces per dwelling • Under 100 dwellings: 1 guest/visitor space per 5 dwellings • Over 100 dwellings: 1 guest/visitor space per 6 dwellings **ALTERNATIVE MULTI-FAMILY STANDARDS** • 1-Bedroom: 1.0 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 3.0 spaces per dwelling • 1 guest/visitor space per 4 dwellings	• Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. • A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed. • Development may utilize either standard to to fulfill the minimum parking requirements
MIXED-USE RESIDENTIAL	**ONTARIO STANDARD** • Studio: 1.5 spaces per dwelling • 1-Bedroom: 1.75 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 2.5 spaces per dwelling • Under 100 dwellings: 1 guest/visitor space per 5 dwellings • Over 100 dwellings: 1 guest/visitor space per 6 dwellings **ALTERNATIVE MULTI-FAMILY STANDARDS** • 1-Bedroom: 1.0 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 3.0 spaces per dwelling • 1 guest/visitor space per 4 dwellings	• Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. • A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed. • Development may utilize either standard to fulfill the minimum parking requirements
MIXED-USE NON-RESIDENTIAL	**COMMERCIAL** • 4 spaces per 1,000 SF (0.004/SF) of GFA **OFFICE** • 4 spaces per 1,000 SF (0.004/SF) of GFA	
BRT CORRIDOR	• Studio: 1.0 spaces per dwelling • 1-Bedroom: 1.0 spaces per dwelling • 2-Bedrooms: 1.75 spaces per dwelling • 3+-Bedrooms: 2.0 spaces per dwelling • Under 100 dwellings: 1 guest/visitor space per 5 dwellings • Over 100 dwellings: 1 guest/visitor space per 6 dwellings	• A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed. • Developments located within 330 ft. of the BRT Corridor may utilize the following standards to fulfill the minimum parking requirements

Note: Where proposed SP parking standards are not outlined, the City of Ontario parking standards will apply. Allowable uses within the Mixed-Use district are indicated in Table 6-1 and would be required to meet City parking standards. All parking spaces to be within an enclosed garage with a minimum clear dimension of 20 ft. x 20 ft. for two spaces and 10 ft. x 20 ft. for single or tandem spaces.

6.9 OPEN SPACE/AMENITY DEVELOPMENT STANDARDS

The development standards for open space and amenities establish the minimum criteria within the CenterPark Specific Plan. Specific standards for detached and attached residential development are described in **Table 6-4, Open Space/Amenities Standards**. The Amenity Standards shall be followed as prescribed in the City's Development Code.

TABLE 6-4 OPEN SPACE/AMENITIES STANDARDS

MINIMUM ON SITE PARK REQUIREMENTS	
	2 AC PARKLAND / 1,000 PEOPLE
Single-Family Residential	3.806 PPH
Multi-Family Residential	3.373 PPH

REQUIRED OPEN SPACE AMENITIES							
	<75	76-100	101-150	151-200	201-250	251-300	301+
Major Amenity	TBD (*)	1	1	2	2	3	TBD (**)
Minor Amenity	TBD (*)	1	2	2	3	3	TBD (**)

* Amenities to be determined on a case-by-case basis during the entitlement process for the project.
** Amenities to be determined on a case-by-case basis during the entitlement process for the project, with the idea being to allow flexibility in the amenity package to the benefit of the residents.

MINIMUM REQUIREMENTS
• 2 acres of parkland per 1,000 people (3.806 PPU for SFD, 3.373 PPU for multi-family)
• Community Pool (including restrooms/showers) required at >150 units
• Clubhouse/amenity center per below at >200 units
MAJOR AMENITIES
• Open lawn amphitheater (min. 100 ft. x 150 ft. or equivalent) OR Active lawn area (min. 150 ft. x 150 ft. or equivalent)
• Clubhouse/amenity center with minimum 3 amenities per list below (Larger clubhouses with more amenities - 2 additional amenities within the clubhouse counts towards a minor amenity):
- Multi-purpose room
- Kitchen facility
- Fitness Center
- Child-friendly amenity (Indoor play area, game room or educational center)
- Movie room
- Business Center/Co-working spaces
- Library/Study room
- Beverage area or Common meeting space
• Community pool min. 25 ft. x 60 ft. (1,500 sq. ft.) or equivalent; and associated restroom/shower building (Each additional 1,500 sq. ft. added to the size of the pool shall be treated as another major amenity):
- Additional swimming pools (e.g. Adult only, Children pool, Lap pool)
- Splash Pad or water play fountain
- Tennis/Pickleball Courts (1 tennis court = 1 amenity, 2 pickleball courts = 1 amenity)

- Childcare facilities
- Dog Park
- SCE Utility Corridor Trail
- Private parkland/pocket park in excess of 2.5 AC/1,000 People (Public parks count towards Quimby, not private/pocket parks)
- Other major amenities requiring significant investment and of appropriate size to serve the project residents, as determined by the City
MINOR AMENITIES
- Open lawn amphitheater (min. 100 ft x 150 ft or equivalent) OR Active lawn area (min. 150 ft. x 150 ft. or equivalent)
- Tot Lots for ages 2 to 5 and/or play areas/equipment for ages 5 to 12
- Spa or Saunas
- Picnic tables and barbecue areas
- Cabanas and shade structures
- Basketball courts
- Volleyball courts
- Community gardens
- Internal community trail(s) 13 ft. minimum with a minimum distance of 1/4 mile
- Outdoor fitness stations
- Pocket Parks
- Firepit
- Other similar appropriate amenities to serve the project residents, as determined by the City

6.10 LANDSCAPE DEVELOPMENT STANDARDS

6.10.1 General Provisions

1. All landscape and irrigation plans for streetscapes, entry monuments and common open space improvements within CenterPark shall conform to the Design Guidelines and Regulations set forth in this section of the Specific Plan, shall be subject to the review and approval by the City of Ontario. The form and content of landscape plans for streets, parks and other common areas shall conform to the requirements of the City of Ontario.

2. The landscape streetscape improvements for the Master Plan streets within the Specific Plan shall establish a landscape theme reminiscent of the regional landscape character of the surrounding area and shall conform to the City of Ontario requirements.

3. Landscape streetscape improvements within CenterPark including public and private neighborhood streets, private drives, and alleys shall conform to the landscape treatment described in *Section 7.11 Design Guidelines for Landscape Architectural Character* of the CenterPark Specific Plan.

4. The design and improvement of all parks within CenterPark Specific Plan shall be reviewed and approved by the City of Ontario and the requirements shall conform to the requirements of the City of Ontario's Community Development and Public Works Agencies.

5. The installation of landscaping and automatic irrigation systems within the front yards of all residential lots shall be installed by the developer. Various landscape designs shall be provided by the homebuilder to the new homeowner, at a minimum, the builder shall install turf, groundcover and appropriate shrubs, and trees in the front yards of homes within residential areas. Within single-family detached conventional home areas, a minimum of two 24-inch box trees shall be installed of which one shall be a shade tree. Within other single-family detached and single-family attached home type areas, including condominiums, a minimum of one 24-inch box tree per detached home type or one 24-inch box tree for every 30 ft. of the building elevation, shall be installed, where feasible.

6. Within residential multi-family areas, the developer shall be responsible for the installation of full landscape improvements. Areas not used for hardscape shall be planted with landscaping. All landscape plans shall be reviewed and approved by the City of Ontario.

7. All manufactured and cut/fill slopes exceeding 3 ft. in height shall be planted with an effective mixture of ground cover, shrubs and trees installed by the developer. Such slopes shall also be irrigated as necessary to comply with any required fuel modification requirements established by the City of Ontario erosion control requirements.

6.10.2 Landscape Standards

1. Landscaping within the Specific Plan shall be provided in accordance with the Design Guidelines for streetscapes and entries utilizing plant materials specified on the Plant Palette Matrix included in *Section 7, Community Design Guidelines* of the CenterPark Specific Plan.

2. Boundary landscaping shall be required along the perimeter edges of the Specific Plan area. Landscaping shall generally be placed along the entire perimeter property line and shall conform to the City's requirements.

3. Landscaping and automatic irrigation systems within the public rights-of-way of the CenterPark Specific Plan shall be installed by the developer.

4. Freestanding, decorative perimeter walls and view fencing shall be provided within and at the perimeter of the project site as specified in the Wall and Fence Master Plan contained within *Section 7, Community Design Guidelines* of the CenterPark Specific Plan. Such walls and fences will be constructed concurrently with the construction of improvements required for development of the neighborhoods of the project.

5. Walls and Fencing – Walls and fencing within the Specific Plan area shall be constructed of a design consistent with the "Wall Details" exhibits located within *Section 7, Community Design Guidelines* of the CenterPark Specific Plan. Perimeter walls shall not exceed 6 ft. in height from finished grade, however, if required for sound attenuation, perimeter walls may exceed six 6 ft. in height, subject to the recommendations of an acoustical study and approval by the Planning Department.

6. All perimeter wall and fence materials throughout the project shall be of uniform manufacture with colors specified for the overall design theme as discussed in *Section 7.16, Community Walls and Fencing* of the CenterPark Specific Plan.

7. Perimeter walls shall be constructed of either decorative masonry or other permanent, durable, low maintenance material. Thematic perimeter fencing shall be constructed of all durable materials, which may include materials with a wood-like appearance or tubular steel subject to City of Ontario approval. Wooden fencing is not permitted along perimeter conditions or where the wall/fence is visible from the adjacent properties.

8. Individual residential lot side and rear yard walls and fencing shall not exceed 6 ft. in height from highest adjacent finished grade. Side and rear walls may exceed 6 ft. in height, if required by the City of Ontario for sound attenuation pursuant to the recommendations of an acoustical report. Walls and fencing within the residential front yard setback area shall not exceed 3 ft., in height. Side and rear yard walls shall be of decorative masonry construction on both sides or of other permanent low maintenance materials as approved by the Planning Department. View fencing may be of a decorative wrought iron, tubular steel/aluminum glass panels or other durable material approved by the City of Ontario.

9. Multi-family areas shall be HOA maintained.

10. Landscape slopes shall not exceed 3:1.

6.11 SIGNAGE

A Master Sign Program shall be submitted by the developer of each land use component of CenterPark and approved by the City of Ontario to address residential project entries, residential neighborhood identification signs, and way-finding signs within the project. No project signs shall be permitted in the public right-of-way. All other signs shall be subject to the approval of a sign permit pursuant to the City of Ontario's Development Code.

6.11.1 Master Sign Program Contents

All sign programs shall address, at a minimum, the following:

1. Permitted signs.
2. Prohibited signs.
3. The hierarchy of signage.
4. Definition of types of signs.
5. Locations and dimensions for monument signs, neighborhood identification signs and public facilities signs.
6. Locations and dimensions of directional signage.
7. Provisions for size, location and duration of display of temporary signs.
8. Permitted sign types, styles, construction materials, colors and lettering styles.
9. Requirements for a sign permit application.
10. Procedures for obtaining approval of a sign permit.
11. Procedures for amending the sign program.

6.12 LIGHTING

6.12.1 Street Lights along Public Streets

Streetlights along public streets within the CenterPark Specific Plan shall be LED lighting. Design of fixtures shall be approved by the City of Ontario as part of the City of Ontario's Development Plan review.

6.12.2 Alley Lighting Fixtures

Alley lighting fixtures shall be on sensors for automatic nighttime lighting. Style and specifications for alley lights shall be approved by the City of Ontario as part of the City's Development Plan review.

6.12.3 Lighting within Parks, Paseos, Tot Lots, and Other Recreational Areas

Lighting within parks, paseos, tot lots and other recreational areas shall be approved by the City of Ontario as part of the City's Development Plan review of these facilities.

6.13 PARK FURNITURE

Park furniture, including but not limited to, benches, barbecues and picnic tables shall be approved as part of the City of Ontario's Development Plan review of parks, paseos and other public gathering places.

6.14 BUS SHELTERS

Bus shelters shall be installed in a number of locations as per Omnitrans, and as approved by the City of Ontario Engineer and shall be compatible with the community character of CenterPark.

6.15 MAILBOXES

Within residential Planning Areas, mailboxes shall be clustered and installed in locations and in a design approved by the City of Ontario as part of the City of Ontario Development Plan review of each residential project within CenterPark. The location of all mailboxes shall be approved by the U.S. Post Office.

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SECTION 7: COMMUNITY DESIGN GUIDELINES

7.1 INTRODUCTION

The unique location of the project site provides both opportunities and challenges. The design approach for the CenterPark Specific Plan recognizes the opportunities, including several major landscaped arterial roadways, regionally important intersections supporting pedestrians, bicyclists, vehicles and public transit systems and an adjacent 55 acre community park, and it responds to the challenges to balance retail, office and high density residential land uses with open space uses and planning for affordable neighborhoods within a transitional land use area and the Chino Airport influence zone.

The proposed community character for CenterPark will reflect the interactive and synergistic relationship between a planned residential community and a planned expansive open space. The CenterPark Specific Plan Design Guidelines will guide the physical character of all future multi-use and residential development, including retail, office and residential architectural buildings, community and neighborhood features and the overall landscape treatment within the project. The proposed community character will establish a unified aesthetic treatment responding to the community's location.

7.2 GENERAL DESIGN GUIDELINES FOR ARCHITECTURAL CHARACTER

7.2.1 Sustainability

"Green" or sustainable planning concepts, building designs and landscape treatments are encouraged within the project. The Community Plan for the CenterPark Specific Plan promotes pedestrian connectivity within and between the residential planning areas. The design of residential areas incorporates tree-lined parkways providing shade for pedestrians and parked cars. Safe and efficient pedestrian connectivity is provided throughout the project.

The CenterPark Design Guidelines allow for a variety of architectural styles that respond to the regional climate conditions. All new construction shall utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a plant palette and a planting and irrigation system designed to conserve water. Park and recreation areas shall include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities. The sustainable goals for the CenterPark Specific Plan include:

1. Encourage walking and other non-vehicular modes of travel.
2. Provide pedestrian connectivity throughout the project.
3. Provide shaded outdoor areas.
4. Encourage the use of architectural elements designed to reduce interior heat gain.
5. Encourage the use of recycled, recyclable and environmentally-friendly building materials.
6. Require the use of low energy glass, low water plumbing features and energy efficient appliances.
7. Encourage the use of drought tolerant landscaping and water efficient irrigation methods.

Neighborhood site planning, architecture and building design as well as landscape treatment and maintenance within the project should consider these sustainable goals and further the implementation of sustainable design within CenterPark.

7.2.2 Architectural Character

Architectural design should provide for high-quality neighborhoods.

1. Residential project design should consider the total context of the site with the incorporation of appropriate scale and proportions of building massing and details.
2. Architectural design should relate to human scale.
3. The variation of front, side and rear building elevations should be implemented to create visual variety.
4. The variation of garage placement in single-family neighborhoods is encouraged to provide a more diverse street scene.
5. Cluster detached and attached neighborhoods should emphasize residential design solutions that reduce or eliminate individual garages and driveways oriented onto neighborhood streets.
6. Architectural design themes should reflect historic and emerging Southern California styles.
7. Structures should incorporate architectural details and decorative features that reinforce the intended style.
8. Architectural designs should create a cohesive community without dominating the overall street scene.
9. Neighborhood character should be sustained over time.

Building design should be sensitive to climatic conditions and context.

1. Structures should be compatible with, and responsive to, the environmental setting.
2. Building elevations should include shaded and sheltered areas.
3. Building designs should incorporate spaces that encourage outdoor use.

Architectural design should incorporate materials and techniques that are cost-effective.

1. The use of building materials should reflect the implementation of efficient construction methods.
2. Building elevations should include compatible window and door sizes that create a consistent design theme.
3. Construction techniques should incorporate the use of standard components and dimensions.

Diversity is a fundamental design principle for CenterPark. To ensure that neighborhoods are varied and that blanket uniformity is avoided, the following criteria should be applied to all residential development projects within CenterPark:

Number of Dwelling Units	Number of Differing Floor Plans and Elevations	Required Number of Differing Exterior Elevations
5-10	2	2
11-25	2	3
26-50	3	3
51-75	3	4
76-100	4	4
Over 100	Requirement for 76 to 100 dwellings, plus one additional floor plan with 4 elevations for each additional 25 units exceeding 100	

Detached single-family homes configured in a cluster or courtyard, and attached single-family buildings are required to select elevation styles from within the same design influence to ensure compatibility between closely plotted residential homes.

7.3 ARCHITECTURAL CONTEXT

The City of Ontario and the surrounding region has a rich agricultural legacy of farming. Farming communities in Southern California established a rural character with houses and neighborhoods utilizing a variety of traditional architectural styles. Architectural styles inherent in the early development of the southwestern United States and traditional East Coast architectural styles were incorporated into the farm houses and early rural neighborhoods. Architectural styles, elements and massing were reinvented utilizing available indigenous building materials. Plan designs and elements, such as window sizes and proportions, were modified to address local climatic conditions which were warmer and drier. Southern California was also influenced by Spanish architectural styles brought to the region by Spanish settlers and missionaries. These homes were well-suited for the temperate climate of Southern California.

The urbanization of coastal and inland areas in Southern California has resulted in another emerging architectural influence often described as transitional or adaptive styles. These styles may involve interpretation of historical architectural styles as well as modern architectural movements occurring within the last decade. A variety of materials were dominant throughout these styles, such as plaster, stucco and siding with brick, stone or other masonry accent materials.

The community vision for CenterPark is based upon the architectural influences found in early rural areas of Southern California. These architectural styles have been selected because of their connection to older Ontario neighborhoods as well as their appropriateness to accommodate innovative adaptive architectural influences. Each architectural influence outlined in these guidelines should be detailed with elements that represent the character of that particular style.

Together, the styles should be designed to create a neighborhood character that will be sustainable over time.

Each home, building and street should be designed to contribute to the architectural character of the neighborhood. Design elements such as massing, proportions, balance, building and roof forms, entries, porches, window treatments, architectural details and accents, alternate garage configurations/orientations, balconies and roof form/pitch/detailing are should be considered to enhance individual structures and to promote the overall neighborhood character.

DESIGN OBJECTIVES

1. Interpret architectural styles that reflect the historical character of the region.
2. Emphasize styles of architecture that are compatible, yet vary enough to create interest and diversity.
3. Create visually interesting neighborhood streets by varying building plan and elevation plotting.
4. Utilize materials and colors that reinforce the overall design theme.
5. Emphasize front elevations that relate strongly to the street and contribute to pedestrian activity and interaction.

The CenterPark Design Guidelines are to be used as a tool to ensure the character and design quality anticipated and approved for the community is implemented as the Specific plan is implemented. The Guidelines express objectives and approaches rather than formulas and standards, allowing certain architectural creativity and flexibility. The images and sketches illustrated in the Guidelines are intended to be conceptual and are to be used as general visual aids in designing and reviewing the architectural design intent of CenterPark. They are not meant to depict specific floor plans or architectural elevations.

ARCHITECTURAL INFLUENCES

CenterPark strives to create a diverse but harmonious architectural palette. The architectural influences and selected styles share similar design attributes and have been selected in response to the following considerations:

1. They are representative of existing architecture within the City of Ontario and surrounding areas.
2. They are compatible and complementary.
3. They can be interpreted in a variety of ways.
4. They are generally accepted by the market.
5. They can be constructed using current building materials and methods.

The architectural character within each neighborhood shall consist of complementary traditional architectural styles accented or complemented by adaptive interpretations and styles. Architectural influences appropriate within CenterPark include the following:

ONTARIO HERITAGE PALETTE

1. Traditional Influences – including architectural styles such as Colonial, East Coast Traditional and American Farmhouse.
2. Spanish Influences – including architectural styles such as Spanish Colonial, Monterey and Santa Barbara styles.
3. Southern California Influences – including architectural styles such as Ranch and Craftsman styles.

TRANSITIONAL PALETTE

1. Adaptive Traditional Influence – including transitional interpretations of Colonial, East Coast Traditional and American Farmhouse.
2. Transitional Southern European Influence – including adaptive expressions of Spanish, Tuscan and Italianate styles.
3. Transitional California Influence – including transitional interpretations of Ranch and Craftsman styles.

7.3.1 Traditional Influences

Architectural styles such as Colonial, East Coast Traditional and American Farmhouse

The Traditional Influences, allowed within the CenterPark Specific Plan area, consist of architectural styles based on classical design principles established during the American Colonial period and interpreted or blended with various regional styles as development moved westward. Massing is horizontal in appearance with vertical proportioned windows and door surrounds. Front porches are common. The houses are composed of simple forms with centered entry elements over the front door.

Massing is simple and often symmetrical. Two-story rectangular masses are typical with added one-story elements such as porches and garages forming more complex building configurations. Both symmetrical and asymmetrical composition of doors and windows are used to create balanced building elevations.

General materials include horizontal siding or stucco with shingle, brick or stone veneer accents. Simple classical details include columns and door surrounds.

Roof forms include steep to medium roof pitch on the main building with shallow roof pitch used over porch elements. Roof materials are historically shake or shingle with more modern interpretations utilizing flat concrete roof tiles and architectural grade asphalt shingles. Roof dormers are often used to reinforce symmetrical elevations.

Typical design detail elements vary from simple to ornate and include shutters accented with color, front porches with wood or brick columns, gable accents and bay windows. Colonial and Traditional styles may include cupolas, weather vanes, decorative fascia details and other decorative roof ornamentations, while Farmhouse styles are generally less ornate, reflecting a more functional approach to architectural decoration.

Compatible alternative styles include Shingle, New England Monterey and Prairie styles.

Colonial style

Colonial style architecture reflects the historical homes originating along the Eastern coastal regions. Homes are characterized by simple building forms and gable roof design with symmetrical window arrangements and classical or simple architectural details. Window shutters, round or square columns and brick and/or decorative wood accents are examples of Colonial details.

East Coast Traditional style

East Coast Traditional styles are characterized by symmetrical building forms and simple rectangular massing. This style evolved across the Midwest States to Southern California, responding to local construction methods and available materials. Roof forms are predominantly gables with dormer accents. Roof pitches are medium to steep (5:12 minimum). Classical porch columns and enriched wood detailing reinforce the symmetry of the building.

American Farmhouse style

American Farmhouse style homes evolved from the Traditional style to create a more rural interpretation of this popular suburban vernacular. The Farmhouse style utilizes simple window trim accents and a combination of vertical and horizontal siding. This style utilizes medium to steep gable roofs and an occasional gambrel form. American Farmhouse architecture often uses color to accentuate wood details.

Examples of Traditional Influence architectural styles are illustrated in **Exhibit 7-1, Traditional Influences**.

7.3.2 Spanish Influences

Architectural Styles such as Spanish Colonial, Monterey and Santa Barbara Styles

Spanish influenced homes, are based on early California buildings constructed after the great California Gold Rush and are often adapted and blended with traditional building forms and materials from the Eastern United States. Spanish styles reflect strong form and mass, plain wall surfaces and are characterized by low pitched tile roofs. The Spanish Colonial style is often characterized by a semi-formal plan arrangement such as a courtyard design. The Monterey style often includes cantilevered balcony colonnades as a primary design element.

Building massing is generally simple massing. Roof forms are varied and include both gable and hip design.

Overall building forms are generally straightforward rectangular or “L” shaped. Building materials are predominately stucco finished walls with wood or stucco columns. The Monterey style typically has wood siding on the second level. Thick walls with recessed openings and round arched openings are common. Window proportions are predominately vertical, especially on upper levels.

Roof materials and forms include low-pitched gable and shed roofs with various overhang dimensions. The roof designs generally have tight rake ends and/or extended eaves with exposed rafter tails. Spanish homes historically had clay tile roofs with the exception of Monterey styles, which often had wood shake roofs. Modern interpretations utilize concrete ‘S’ tile or flat concrete tile roof materials in colors that reference clay or shake roof colors.

TRADITIONAL INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Symmetrical or balanced front building elevation.
- Siding and stucco materials with brick/stone accents.
- Gable roof forms with flat tile or architectural shingles – accent dormer windows.
- Classical columns or pillars.
- Porches at entries and front doors.
- Decorative window shutters and window boxes, bay windows.
- Classic detailing such as moldings, window trim, cornices, pediments and shingle accents.

EXHIBIT 7-1 TRADITIONAL INFLUENCES

Design details and features are characterized by ornate wrought iron accents such as balcony railings, window grills and architectural accents. Balcony railing materials include wood pickets as well as wrought iron. Decorative stucco chimneys, decorative columns and simple wood window shutters are characteristic of the Spanish influenced styles.

Compatible alternative styles include Mission and Adobe Ranch styles.

Spanish Colonial style

Spanish Colonial style is a historic style utilizing strong and simple massing and form as well as plain wall surfaces without heavy ornamentation. Curved profile tile roofs on gently sloping planes (4:12 and less pitch) and gable forms characterize this style, along with arched or recessed window forms with simple wrought iron accents. Spanish Revival style is an early 20th century adaptation of Spanish Colonial architecture utilizing both hip and gable roof forms and curved profile roof tiles. Clean lines and simple massing without masonry accent elements differentiate this style from the similar Spanish Colonial architecture.

Monterey style

Monterey style is a regional derivative of Spanish and Eastern Colonial architecture. An adaptive interpretation of the New England counterpart, the Monterey style is typically characterized by two-story structures of simple massing with extended front balconies, often cantilevered. Gable or hip roof forms with exposed rafters, wood posts and shutters reinforce the Monterey style.

Santa Barbara style

Santa Barbara style is another California regional style with Spanish Colonial influences, interpreted in a more informal expression. Similar to Spanish Colonial architecture, the Santa Barbara style utilizes recessed windows and low-pitched roofs (3 to 4:12 pitch) with extended overhangs to address the temperate climatic conditions. Large arched feature windows and stucco columns are elements of this style.
Examples of Spanish Influence architectural styles are illustrated in **Exhibit 7-2, Spanish Influences**.

SPANISH INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Simple massing and building elevation.
- Thickened stucco walls with simple detailing.
- Low pitched hip and gable roof forms with concrete mission tile.
- Arched openings and decorative columns.
- Courtyards used at entries and covered patio areas
- Details such as wrought iron railing, ceramic tile and window shutter accents.
- Heavy wood members, extended rafters, simple and ornate precast window sills and door surrounds.

EXHIBIT 7-2 SPANISH INFLUENCES

7.3.3 Southern California Influences

Architectural Styles such as Ranch and Craftsman Styles

Varied architectural styles have evolved from the American Arts and Crafts movement including Ranch, Craftsman and Bungalow vernaculars. These moderately detailed buildings are characterized by the use of handcrafted architectural elements and details. The Ranch style is reminiscent of the early ranches and farms of the Southwestern United States.

Building massing is simple, dominated by horizontal massing and rectilinear forms. The styles, while varied, are all generally characterized by horizontal proportions, often with asymmetrical massing at the second level. Historically, several early architectural styles originated as one-story structures, but have been adapted and reinterpreted to two-story structures, especially in Southern California.

Deep, broad porch elements were developed to respond to warm climate conditions and inspired expressive structural elements such as rafters, posts and columns. A mixture of materials such as stucco, board and batten and horizontal siding, with stone, brick or shingle accents are commonly used. The use of wood, stone or brick at porch columns is typical. Asymmetrical doors and windows with simple wood trim surrounds are characteristic of styles within the Southern California architectural influence.

Roof forms of Ranch, Craftsman and Bungalow styles are predominantly low to medium pitched gable designs with occasional hipped or shed roof accents. Deep overhangs and roof dormers reinforce the overall character of these styles. Modern roof materials range from flat concrete tile to architectural grade asphalt shingle.

Compatible alternative styles include Bungalow and Coastal Cottage styles.

Design and detail elements include large gables, windows with accent mullions, triangular knee braces at porch supports, accent roofs and heavy columns or posts, window shutters, decorative gable vent details, and outdoor trellis features.

Ranch style

Ranch style is reminiscent of early country homes in Southern California. This style was popularized by Cliff May and other local architects. Covered porches and terraces utilize simplified architectural details from Colonial and Monterey styles. Horizontal massing and rectilinear forms with wood window surrounds, heavy wood columns and simple shutters characterize the Ranch style.

Craftsman style

Craftsman style homes evolved from the late 19th Century Arts and Crafts movement. Broad open porches covered with low sloping roofs with deep overhangs supported by tapered wood and masonry columns, decorative window patterns and trim, wooden braces and horizontal proportions reinforce the Craftsman style. Low to medium pitched roofs (5:12 or less pitch) are common.

Examples of Southwestern Influence architectural styles are illustrated in **Exhibit 7-3, Southern California Influences**.

SOUTHERN CALIFORNIA INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Emphasis on horizontal massing and proportions.
- Horizontal and vertical siding materials with stucco walls.
- Low pitched roof forms with flat tile or shingles and extended eaves.
- Simple exteriors with functional ornamentation - brick and stone used for accent building forms.
- Details such as decorative bracing, brick and stone wall treatment, window shutter and accent colors.
- Exposed rafters, simple header and window sills and door surrounds.

EXHIBIT 7-3 SOUTHERN CALIFORNIA INFLUENCES

7.3.4 Art Deco/Modern Influences

Architectural Styles such as Art Deco and Modern Styles

Art Deco architecture emerged during the early 20th century and increased in popularity and influence until the mid-century. The bold geometric lines and rich ornamentation generated a luxurious and lavish character symbolized by the art and fashion of the Bohemian art period and became a representation of progress, modernism and luxury.

As construction technology trended to taller buildings, the Art Deco style, with emphasis on vertical elements such as towers, spires and planted-on column features. Inspired by the technological advancements associated with the industrialized machinery, the architectural forms and details reflected streamlined forms mimicking automobiles and trains of the era. Taller buildings incorporated symmetrical monumental designs while lower profile buildings and residential structures used asymmetrical balance to create interesting and contextual architectural elevations.

Art Deco/Modern style

The Art Deco style became a predominate style in larger, urban structures such as office buildings, large retail and residential skyscrapers that were designed in the first half of the twentieth century. In today's production building environment, the Art Deco influence has demonstrated to be suitable for larger single-family attached and multi-family buildings.

The streamlined detailing and softened building forms create an iconic character that is compatible with architectural styles, both old and new. Appropriate architectural interpretations within the Art Deco/Modern Influences should be compatible with other selected architectural styles within CenterPark.

Compatible architectural styles include Mid-Century Contemporary and Bauhaus styles.

General materials include stucco with geometric bands or accents. Roof forms are generally flat and roof materials include concrete tile, standing seam metal or a combination of roof materials.

Examples of appropriate architectural styles are illustrated in **Exhibit 7-4, Art Deco/Modern Influences**.

ART DECO/MODERN INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Emphasis on simple, sleek lines and vertical proportions with asymmetrical balanced facades.
- Smooth stucco walls with regular or modular forms.
- Flat roof forms with minimal or no cap treatment - curved roof and corner elements.
- Uncluttered exteriors with geometric ornamentation - strong building forms provide detail.
- Accents include stylized motifs, intricate reliefs/ patterns – accent materials include terra cotta and metallic details.
- Bold accent forms, materials and colors to add visual interest.

EXHIBIT 7-4 ART DECO/MODERN INFLUENCES

7.3.5 Adaptive Traditional Influences

Adaptive Interpretations of the Architectural Styles of the Traditional Influence

Twentieth Century construction technology created an evolution of "new" architectural styles. Many of these styles were reinterpretations of classical styles (such as Neo-Classical) while others were simpler expressions that adapted to context and climate conditions. Appropriate architectural interpretations within the Transitional Palette should be compatible with other selected architectural styles within CenterPark.

Building massing within the Adaptive Transitional Palette is defined by its simplicity and follows the rule that "form follows function". It is intended to introduce style variations to provide a reasonable proportion to buildings that exceed the typical scale of architectural styles that were historically used in single-family detached houses and are suitable for larger buildings generally anticipated for single-family attached and multi-family structures.

Both rectilinear and softened building forms provide the aesthetic balance to this emphasis on function. Ornamentation is minimized and building character is established by the architectural mass and use of materials. Window patterns are geometrically composed.

The Traditional Influences within the CenterPark Specific Plan area include architectural styles from the American Colonial period. These styles have been reinterpreted or blended with various regional design elements and evolved into a cleaner, simpler overall character, omitting or de-emphasizing details in favor of strong contrasting colors.

General materials include horizontal siding or stucco with minimal or monochromatic accents. Roof materials may include concrete tile, standing seam metal, architectural grade asphalt shingles or a combination of roof materials.

Roof details reflect less ornamentation. Eaves and overhangs may be boxed-in or omitted. Roof materials do not utilize blended colors. Examples of appropriate architectural styles are illustrated in **Exhibit 7-5, Adaptive Traditional Influences**.

ADAPTIVE TRADITIONAL INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Material and colors reinforce horizontal proportions.
- Wood planks, varied siding materials and stucco walls with accent brick or stone.
- Simplified roof forms with flat tile or shingles.
- Simple exteriors with minimal or light ornamentation – modern materials used to accent building forms.
- Formal window composition and simple entry doors reflect classic architectural influence.
- Extended overhangs and shaded windows provide functional design elements and shade.

EXHIBIT 7-5 ADAPTIVE TRADITIONAL INFLUENCES

7.3.6 Transitional Southern European Influences

Transitional Interpretations of the Architectural Styles from the Spanish Influences

The modern interpretations of Southern European architectural styles expressed a wider definition of "Farmhouse" as it infiltrated rural America. The functional simplicity of Spanish and other Southern European styles established a transitional interpretation of Spanish, Tuscan and Italianate architecture. Appropriate transitional architectural interpretations of Southern European influences should be compatible with other selected architectural styles within CenterPark.

The transitional influence includes several contemporary interpretations of the other historical and period architectural styles selected for CenterPark. It also anticipates modern building forms that provide a reasonable scale to buildings that exceed the typical size and massing of architectural styles that were historically used in single-family detached houses and are suitable for larger buildings generally anticipated for single-family attached and multi-family structures.

Spanish influenced homes, appropriate within the CenterPark Specific Plan area, reflect a blending with the influence of the early Catholic Mission. The simplicity of the historic form and mass is elegantly adapted to reflect a clean and simple design character.

Building massing is generally simple massing, allowing "form to follow function" to address solar orientation and other climatic considerations and to accommodate efficient design. Overall building forms are generally rectangular with simple low-pitched gable or hip roof forms.

Roof materials may include "S" tile and flat concrete tile, standing seam metal roofs or a combination of roof materials. Traditional roof overhang dimensions are often reduced and clean design lines are introduced to support the intended style.

Design details include minimal or simple wrought iron elements and no window surrounds. Examples of appropriate architectural styles are illustrated in **Exhibit 7-6, Transitional Southern European Influences**.

TRANSITIONAL SOUTHERN EUROPEAN INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Simplified building forms and massing breaks to replicate traditional influences.
- Stucco walls with simple detailing and complementary masonry accents to reinforce massing.
- Low pitched hip and gable roof forms with concrete tile.
- Colonial details such as arches, precast surround and columns are omitted or reduced in scale.
- Authentic detailing such as railing, window trim and ornamentation is simplified or modernized.

EXHIBIT 7-6 TRANSITIONAL SOUTHERN EUROPEAN INFLUENCES

7.3.7 Transitional Southern California Influences

Transitional Interpretations of the Architectural Styles from the Southern California Influences

Varied architectural styles from rural towns from the early development of Southern California around the turn of the 20th century have evolved as new construction technology created an evolution of "new" architectural reinterpretations. Many of these reinterpretations of traditional styles that popularize minimal ornamentation and "non-functional" architectural elements create fresh and clean new expressions of Craftsman and Ranch style houses. Appropriate transitional architectural interpretations of Southern California influences should be compatible with other selected architectural styles within CenterPark.

Several roof forms and materials are characteristic within transitional styles. Appropriate forms in a residential context include traditional hip and gable designs, but also include flat roofs with parapet walls and shed roofs. Roof materials may include concrete tile, standing seam metal, architectural grade asphalt shingles or a combination of roof materials.

Traditional design elements are refined to reflect the simplicity of the building, incorporating material or color changes to provide accents and interest. Enlarged overhangs and sunshades, simple windows with thinner profiles and minimal or no trim details and contemporary metal railing are characteristic of transitional architectural styles. Extended roof and window overhangs and trellis elements are introduced in response to warm climate conditions.

Examples of Transitional Southern California Influence architectural styles are illustrated in **Exhibit 7-7, Transitional Southern California Influences**.

TRANSITIONAL SOUTHERN CALIFORNIA INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Horizontal design emphasis used to reduce scale of larger buildings to reduce overall massing and promote single-story proportions.
- Building materials including siding and stucco with linear stone or brick detailing used as accents.
- Simplified symmetrical or asymmetrical roof forms and flat roofs - extended overhangs over windows.
- Simple exteriors with reduced ornamentation and details - brick and stone used for accent building forms.
- Simple outlookers/wood bracing, brick and stone accent materials and colored siding used to reinforce historic Southern California architectural influences.

EXHIBIT 7-7 TRANSITIONAL SOUTHERN CALIFORNIA INFLUENCES

7.4 MASSING PRINCIPLES

This section provides suggestions for creating neighborhoods and street scenes that have a variety of building forms that create an attractive and vibrant streetscape and public realm that is proportionate to a human-scale and inviting to the pedestrian.

GENERAL ELEMENTS:

1. Front Articulation.
2. Side Articulation
3. Rear Articulation.
4. Roof Form.
5. Balconies and Projections.
6. Building Composition.

OBJECTIVES:

1. Establish a residential scale through architectural design and detailing that reinforces the architectural style.
2. Avoid flat, unarticulated two- and three-story walls that do not reinforce the architectural style or add to the overall building composition.
3. Minimize two- and three-story dominance of the street scene, on sidewalks and open spaces.
4. Upper-level units shall include usable outdoor space/balconies.

7.4.1 Front Articulation

The front elevation of the building is an important element in creating a quality community at CenterPark. Close attention will be placed on all front elevations and how they address the street scene. Emphasis of the location of entries, living areas, and garages will provide a special street appeal.

Emphasis on a variety of building massing will create a diverse street scene.

Guidelines:

1. Building massing should reflect the architectural style.
2. Massing elements should avoid elevations that appear to be “tacked on”.
3. Building details such as doors and windows should be in proportion to the overall massing.
4. Front elevations for two-story buildings should incorporate a single-story element, if feasible.

5. Front elevations for three-story buildings should incorporate one- or two-story elements.
6. All detached homes should have at least two plane variations in the front elevation massing.
7. Blank or unarticulated (uninterrupted) two- and three-story walls are prohibited.
8. Corner homes/buildings should provide massing and details that reflect the visual prominence of this location at a pedestrian scale.

7.4.2 Side Articulation

Four-sided architecture is required throughout CenterPark; however, it is recognized that some buildings sited in close proximity along a street establish a side-to-side orientation where the interior side elevations are less visible from the street. This section shall address this portion of buildings within the context of a specific neighborhood. It is not applicable to side elevations where a front entry door is located (often referred to as a side entry), which should be designed in accordance with the criteria for front articulation.

Guidelines:

1. Architectural articulation should be consistent with the style of the home/building.
2. Vertical and horizontal plane breaks are encouraged.
3. Building details should be proportional to the overall massing.
4. Blank or unarticulated (uninterrupted) two- and three-story walls are discouraged in areas visible from the street and/or common areas.

7.4.3 Rear Articulation

The rear elevation of buildings is an important design consideration, especially with attached home types such as row townhomes and motorcourt buildings, since the rear elevation is often as visually prominent as the front elevation. All building elevations shall address the visual interest and human scale appropriate to the pedestrian activity within the neighborhood.

Special attention shall be given to the design of those dwellings adjacent to, or in close proximity of, arterial roadways, primary local streets, interior local streets, parks, common areas and open spaces. Whether viewed from distant or close range, massing requirements will be implemented to ensure positive community character in these conditions. Generally, repetitious elements such as similar building profiles and continuous gable ends are to be avoided.

Guidelines:

1. Architectural massing and articulation should be consistent with the style of the home.
2. Vertical and horizontal plane breaks are encouraged.
3. Building details should be proportional to the overall massing.

4. Blank or unarticulated (uninterrupted) two- and three-story walls are discouraged in areas visible from the street and/or common areas.
5. Buildings and homes directly adjacent to arterial roadways, collector roads, entry drives, common areas, lanes (alleys) and open spaces should be given particular attention in their rear articulation.

7.4.4 Roof Forms

Roof forms are another important design element as it relates to the massing and the overall character of the community, when seen from both the external edges and inside the neighborhood. A variety of roof forms along streets creates visual interest. Appropriate massing of roof forms helps to create human scale architecture to the street.

Guidelines:

1. Roof forms/pitch should reinforce the architectural style of the home.
2. Roofs shall be composed of simple roof forms.
3. Primary roof forms should be gable or hip designs or should be characteristic of the represented architectural style.
4. Changes in the primary roof (ridge) orientation are encouraged.
5. Flat roof elements should be incorporated only if appropriate to the architectural style.

7.4.5 Balconies and Projections

As part of the overall design of a two-story or three-story building, balconies and projections provide massing relief and interest at the second story. Balcony projections shall be consistent with the architectural character of the home. Additionally, these elements help to create ideal outdoor spaces.

Guidelines:

1. Balcony design should reinforce the architectural style of the building.
2. In multiple unit buildings, balcony composition should create visual interest and organization of forms.
3. Balconies should be designed to screen stored items.

7.4.6 Building Composition

The composition of a residential building should enhance and reinforce the intended architectural character. The building composition is a result of careful consideration of several architectural design components such as the overall building form, proportion and scale, fenestration and building offsets. Architectural design components such as the articulation of each elevation, the roof design, design of exterior features including balconies, window seats, dormers and architectural projections, as well as the arrangement of windows and doors contribute to an attractive and well composed building.

Guidelines:

1. The composition of architectural design components should be consistent with the style of the building or home.
2. Visual interest should be established by a variety of design techniques including fenestration, articulation, architectural projections, building offsets and/or architectural details.
3. Windows and other exterior openings should be stacked or otherwise arranged in an attractive manner that reinforces the architectural character of the building.
4. Entries should be articulated as an important architectural feature.
5. Focal windows should be articulated as important design features.

7.4.7 Front Porches and Entry Courtyards

Several of the architectural styles within the Ontario Heritage Architecture Palette and the Transitional Architecture Palette are characterized by front porches, covered entries and entry courtyards. These elements are important design features in the interpretation and reinforcement of the intended aesthetic character.

Guidelines:

1. Porches and covered entries are encouraged to enhance the entries to individual residences.
2. Porches should have a minimum depth of 5 ft.. 7ft. deep porches are encouraged for buildings within the Ontario Heritage Architecture Palette, including American Farmhouse, Ranch and Craftsman styles.
3. Wrap-around porches are encouraged at corner conditions.
4. Covered entries should be used on at least 50% of the entries on front elevations of attached residential housing types and all building elevations that are visible from public or private streets.
5. Entry courtyards, including enclosed patio areas, are characteristic of architecture styles within the Spanish and Southern European Influences. Entry courtyards shall be a minimum of 5 ft. in depth and 7.5 ft. deep courtyards are encouraged along public streets and adjacent to visible open spaces.

7.5 GARAGE PLACEMENT

The configuration, location and orientation of the garage are integral design elements, both for the composition of detached houses and attached residential buildings and for its visual and functional impacts to local neighborhood streets. De-emphasizing the garage is important in order to maintain the overall community design. Emphasizing the living areas of the home as they address the street will help achieve this goal. Single-family homes should orient garages onto private common driveways, wherever possible, to minimize the visual impact of garages facing neighborhood streets and individual driveway interruptions along these streets. Rear loaded homes, courtyard homes and cluster homes are effective home types and are encouraged. Preferred garage orientation onto private drives and driveways as illustrated in **Exhibit 7-8, Garage Placement**, reinforce the overall pedestrian experience within each neighborhood in CenterPark.

GUIDELINES:

1. Cluster homes and rear loaded homes which eliminate or minimize garages facing neighborhood streets are encouraged.
2. Standard double car garage doors are to be recessed a minimum of 8-inch from the face of the garage wall.
3. Standard street facing 3-car garage configurations are not allowed.
4. Shallow recessed two-car garages shall have a minimum setback of 3 ft. measured from the garage face to the back of the curb.

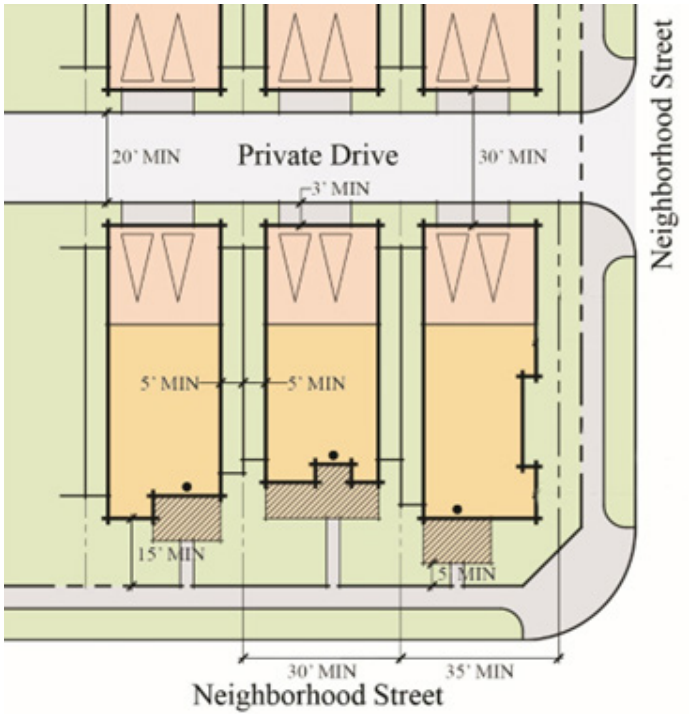


EXHIBIT 7-8 GARAGE PLACEMENT

7.6 MATERIALS AND DETAILS

Architectural materials and detailing are fundamental elements to creating quality communities. Appropriate focus should be given to the architectural details the design of the details, and architectural elements of the building.

GENERAL ELEMENTS

1. Wall Materials/Finishes.
2. Accent Materials.
3. Doors and Windows.
4. Roofing Materials and Slope.
5. Fascias, Eaves and Rakes.
6. Exterior Colors.

7.6.1 Wall Materials/Finishes

Approved Materials:

1. Board and batten siding.
2. Cement plank siding.
3. Stucco.
4. Exposed masonry walls (no unfinished precision block; decorative block only: brick, slump block, etc.).
5. Stone, brick, brick veneers (accent materials).

Approved Finishes:

1. Stucco finishes appropriate to the architectural style of the building.
2. Smooth or sand finishes are encouraged.
3. Vinyl siding prohibited.

Guidelines:

1. Building materials should reflect the architectural style of the building.
2. Masonry elements and accents should reflect building forms and not appear as an applied veneer.

7.6.2 Accent Materials

Accent materials promote individuality in each home and ensure diverse character within the neighborhood. Accents can be used to reinforce the architectural theme of the building.

Guidelines:

1. Accent materials should complement the overall color and style of the building.
2. Accent materials shall terminate at inside corners or be wrapped to coincide with an architectural element.
3. Accent materials may terminate at location of the lateral fence or at logical end, as approved by the Planning Department.
4. Architectural trim shall be applied to all elevations and shall be consistent with front elevation of the building.

7.6.3 Doors and Windows

The design and detail of the doors and windows on a home reinforce the architectural style and are key elements in the composition of the exterior elevation of the building.

Guidelines:

1. Door designs shall be consistent with the architectural style of the building.
2. Doors should be protected by porch elements or recessed entries.
3. Garage and entry door designs shall be appropriate to the style of the building.
4. Alignment and proportions of windows shall be appropriate to the architectural style of the building.
5. All windows (including garage door windows) are to be consistent with the architectural style of the building.
6. Divided light windows are encouraged, if they reinforce the intended architectural style.
7. Window details such as shutters, trim surrounds, window boxes and window recesses are encouraged to reinforce the intended architectural style.
8. Reflective glazing is not permitted.

7.6.4 Roofing Materials and Slope

Roofing materials as well as roof forms, pitch and design details are integral elements that reinforce the intended architectural style of the building. Proposed roofs should reflect the architectural style of the building. Roof slopes should be reflective of the character of the building and accent roof elements should reflect the appropriate architectural style.

Attention should be given to address the context of the roof of each home relative to the adjacent building along the street.

Approved Roofing Materials (subject to compatibility with the intended architectural style):

1. Concrete tile (flat or curved profile).
2. Clay tile.
3. Slate.
4. High profile composition shingle (3-dimensional).
5. Standing seam metal.

Prohibited Roof Materials:

1. Wood shake.
2. Wood shingle.
3. Low profile asphalt composition.
4. Corrugated metal.

Guidelines:

1. Roof materials and roof pitches need to be selected to reinforce the architectural style.
2. Standing seam metal roofs painted in non-reflective neutral colors are allowed in appropriate architectural styles.
3. Avoid repetition in continuous gable-ends and similar ridge heights.

7.6.5 Eaves, Fascias and Rakes

Guidelines:

1. Eave, fascia and rake proportions are to be appropriate to the architectural style.
2. Larger eave overhangs provide opportunities for shading and should be used in appropriate architectural styles.
3. Exposed rafter tails shall be a minimum of 4-inch in thickness.

7.6.6 Exterior Colors

Building colors are important to establishing a blended community at CenterPark, yet they should give the impression that each home was designed on its own. Appropriate color selections make each building unique, but still look natural and in place in the neighborhood context.

Guidelines:

1. Diversity of color is encouraged.
2. Color shall contribute to distinguishing the overall architectural style of the building.
3. Colors should reflect the natural hues found in Southern California.
4. Color and hue variation in adjacent homes shall be provided to create neighborhood diversity.

A minimum of four different color schemes shall be provided for each architectural style.

7.7 ADDITIONAL DESIGN ELEMENTS

Design elements that are utilitarian in nature should be designed as integral features that support the intended architectural style.

GUIDELINES:

1. Gutters and downspouts should be designed to minimize their visibility from streets and common areas.
2. Exposed gutters and downspouts shall match roof or wall color.
3. Faux copper patina is acceptable.
4. Rooftop mechanical equipment is prohibited.
5. Air conditioning/heating equipment shall be screened from the street and neighboring views and shall be ground mounted.
6. Pool, spa and water softening equipment shall be screened from neighboring views.
7. Meters shall be screened from public view to the extent possible.

8. Back flow preventers shall be adequately screened from public view.
9. Decorative paving shall be provided at appropriate locations, subject to approval of the Planning Director. Appropriate locations include, but are not limited to, pedestrian crossing locations and areas of high expected pedestrian travel, entry locations to common walkways, access to parks and common open space.

7.8 MIXED-USE COMMERCIAL/OFFICE GUIDELINES

CenterPark Specific Plan allows for Commercial and Office developments within Planning Areas 4, 5, 10 and 11 along Ontario Ranch Road and Grove Avenue. These areas combine for approximately 44.3 acres and will be designed to create a place for surrounding residents to have access to shopping and employment opportunities within CenterPark. Surrounding residents will have the ability to access services by foot or bicycle.

Mixed-use planning areas are oriented into this primary intersection connecting the community to the overall Ontario Ranch and the rest of the City of Ontario.

The location of PA 4, 5, 10 and 11 along Ontario Ranch Road create the opportunity for thematic intersection monumentation. This intersection will provide a sense of place for the CenterPark area and will establish a cohesive design character defining the CenterPark planned community. In order tomaintain an overall character of CenterPark area, combining commercial and office uses, development is expected to be designed with a compatible and harmonious character with quality that is harmonious and integral to the residential neighborhoods and the overall sense of place for CenterPark.

These Commercial/Office Design Guidelines will help facilitate the development of the area to enhance the pedestrian experience that positively contributes to the character of CenterPark Specific Plan area. These guidelines are general in nature and are not intended to be strictly enforced rules, but as a tool in aiding the design process. Developers of future commercial and/or office projects will be required to submit Development Plans to the City demonstrating consistency with the CenterPark Specific Plan that includes these Guidelines, for City approval.

7.8.1 Architectural Design

7.8.1.1 Guiding Principles

Guiding Principles for commercial/office design for CenterPark Specific Plan are:

Buildings should contribute to a qualitative nature of the overall neighborhood.

- Proper scale and proportions in massing and details should be used.
- Pedestrian open spaces should be provided.
- Massing and articulation should be varied.
- Buildings shall be designed at a human-scale.

Buildings should have an enduring quality.

- Design should draw inspiration from the rich and diverse Southern California architectural heritage.
- Materials and colors typical to Southern California should be used.
- Details and ornamentation should be authentic.
- Design shall create an inviting place to shop and work.

7.8.1.2 Site Planning

Orientation

Buildings should be oriented for optimal visibility from the street. Windows and entries should face the street avoiding blank walls dominating public views. Stores with entries not visible from the street may be oriented towards pedestrian open space and all primary entries should face onto a street or a connecting walkway.

Building clusterings are recommended to help define parking lot areas and encourage walking between stores. Building entries and storefronts should be positioned close to one another to reduce walking distances between them.

Driveways and Sidewalks

The site shall be provided with an adequate number of driveways to facilitate circulation and also reduce the traffic impact along the surrounding arterials. Pedestrian crossing distances should be minimized at driveways. All driveways and sidewalks shall be constructed per City Standards and to the satisfaction of the City Engineer. No decorative paving will be allowed in the public right-of-way unless otherwise approved by the City Engineer.

Street Frontage and Buildings

Streetside buildings, or those with no parking separating them from the street, should use windows and entry features to soften the building's appearance to the street.

Streetside Setbacks and Buildings

The sides of buildings along street edges shall be landscaped within the setback to soften the building's appearance as well as designed with windows or design elements.

Refuse Containers, Utility and Mechanical Equipment

Refuse containers and equipment shall be easily accessed by service vehicles. They shall be screened from view of the streets, parking lots, and connecting walkways through roof forms, walls and/or landscaping.

Screening details should incorporate elements that are compatible to the architectural style of the buildings. Proper landscaping, including trellises, may also help to screen these elements. Equipment and enclosures shall not be located near pedestrian walkways. Roof-mounted equipment shall be screened by the roof/ parapet and strategically located from the visibility of the public view.

Sidewalks

Public sidewalks shall be located along natural pedestrian travel paths and should be a minimum of 5 ft. wide. All walkways shall be a minimum of 4 ft. wide within developments in the Specific Plan area will comply withe ADA standards for accessibility.

7.8.1.3 Building Design

Massing

With larger buildings, appropriate massing becomes more important to maintain the human-scale of the development and create a visually pleasing environment. Bay windows, stepped buildings, height changes and setback variations between stores help to break up large buildings as well as indicate entries and store locations to customers. Tower elements or monumental features are encouraged at focal points, such as corners, plazas, major entrances, or where walkways meet streets.

Varying setbacks along the front façade of buildings are recommended to create small outdoor public spaces for pedestrians to gather and sit.

Roof Forms

Roof pitches shall be compatible to the architectural style of the buildings. Flat roofs should vary in height and be accompanied by cornice, trim or other accent features.

Arcades and Awnings

Outdoor arcades along store fronts are encouraged over pedestrian walkways. Arcades may be used to connect separate buildings providing a more pleasing experience for pedestrians. Trellises or awnings may also be used to create a covered walkway to protect pedestrians from the sun and rain.

Entry Design

Building entries shall be prominent and easily identified. Various elements can be used to enhance the entry features including massing variation, materials and color change, change in roof form, and awnings. For smaller retail buildings that are part of a cluster or strip, arcades, awnings and simple signage may be acceptable as entries.

No signs shall be placed in the public right-of-way and shall be in accordance with City standards regarding corner site distance.

Design Flexibility

Retail spaces exceeding 30,000 sq. ft. should be designed with the flexibility to be divisible into smaller retail spaces, should future market demand change.

Façades that are visible from adjacent streets or walkways should display even greater visual interest by using architectural elements that break up the massing of large buildings, such as windows, arcades, awnings, porticos, and other architectural features.

Base and Top Treatments

Base and top treatments help to balance the “weight” of the building visually. Bases should appear to “ground” the building, while tops create a defined edge to the roofline. Possible treatment techniques are as follows:

Base:

- Natural materials.
- Enriched landscaping with a mature height of at least 18-inch.
- Pre-cast materials.
- Other decorative, durable materials as approved by the City.
- Thicker walls.

Tops:

- Cornice treatments.
- Roof overhangs with brackets.
- Stepped parapets.
- Textured materials - Colored “stripes” are not acceptable as the only treatment.

Exterior Materials

Recommended materials include, but are not limited to stucco, exterior plaster, brick, wood siding, tile, pre-cast concrete or stone. Exterior materials that appear pre-fabricated are not recommended.

Selected materials and detailing should have an enduring appearance. Foam products should be avoided at the pedestrian level.

Roof Materials

Roofing materials that are generally acceptable include standing metal seam, concrete tile, tile and slate or slate-like materials. Asphalt or wood shingles are prohibited.

Colors

Color selection shall be consistent with the selected architectural style.

7.9 COMMUNITY STRUCTURES

Community structures should be designed to reinforce the architectural style of the surrounding neighborhood and the overall CenterPark Community.

GUIDELINES:

1. Detached structures, such as restroom buildings, pool cabanas and gate houses associated with individual neighborhoods shall be designed to match the style, detail, roof material/pitch and massing criteria of the primary buildings within the neighborhood.

2. Detached garages, storage buildings and utility buildings should incorporate design features, materials and colors compatible with the primary buildings within the neighborhood.

7.10 DESIGN GUIDELINES FOR LANDSCAPE ARCHITECTURAL CHARACTER

The vision for CenterPark – the experience of scenery and the interface between urban design and natural landscape – inspired the overall community landscape character and treatment for the CenterPark Specific Plan. The following Design Guidelines are organized to define the basic landscape design principles for CenterPark. Observing these Guidelines will help to implement the overall design vision and assure the design integrity of CenterPark throughout implementation.

All landscape plans, streetscape plans and graphic designs with regard to community identity, neighborhood identity or entry monumentation shall conform to the guidelines as set forth herein and shall be subject to review and approval by the City of Ontario. Landscaping utilized for Ontario Ranch Road, Campus, Bon View, Grove and Walker Avenues shall be designed in accordance with the Ontario Ranch Streetscape Master Plan and Landscape Development Standards.

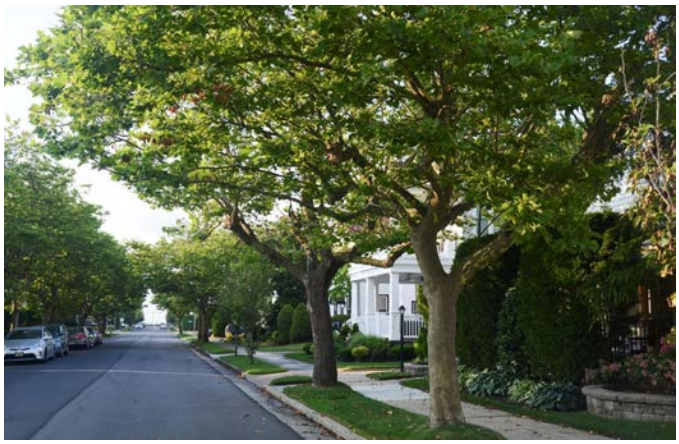
7.11 FRAMEWORK STREETSCAPE DESIGN

Streetscape design guidelines establish a hierarchy for the landscape development along the surrounding roadways, as well as establish a framework for consistency of design. Framework streets traverse the Specific Plan and intersect project site at the central mixed-use planning areas. They also provide a gateway to the City of Ontario Grand Park. See **Exhibit 7-9, Landscape Framework Plan**. The framework streets are defined as follows:

1. Ontario Ranch Road.
2. Grove Avenue.
3. Grand Park Avenue.

The design of neighborhoods within CenterPark further reinforces the hierarchy of streets within the Specific Plan. The neighborhood streets provide for local circulation and access for residents and visitors. These streets may be public or private. Local neighborhood streets will be designed to meet public roadway engineering and construction standards. The internal local streets include the following:

1. Cucamonga Avenue and Parco Ave.
2. Local Public Neighborhood Streets.
3. Private/Common Drives.
4. Private Driveways/Alleys.



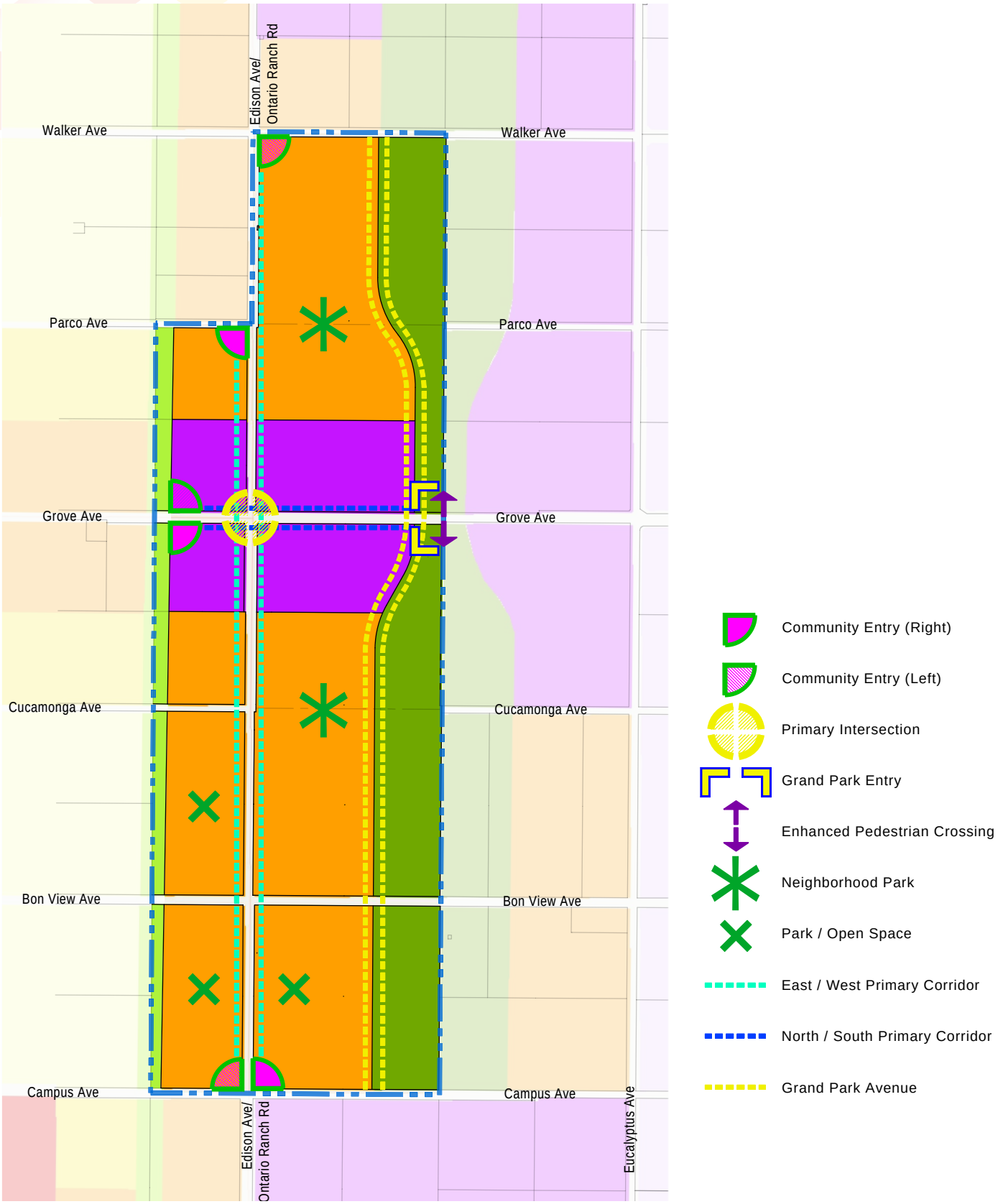


EXHIBIT 7-9 LANDSCAPE FRAMEWORK PLAN

7.12 LANDSCAPE STREETSCAPE TREATMENT

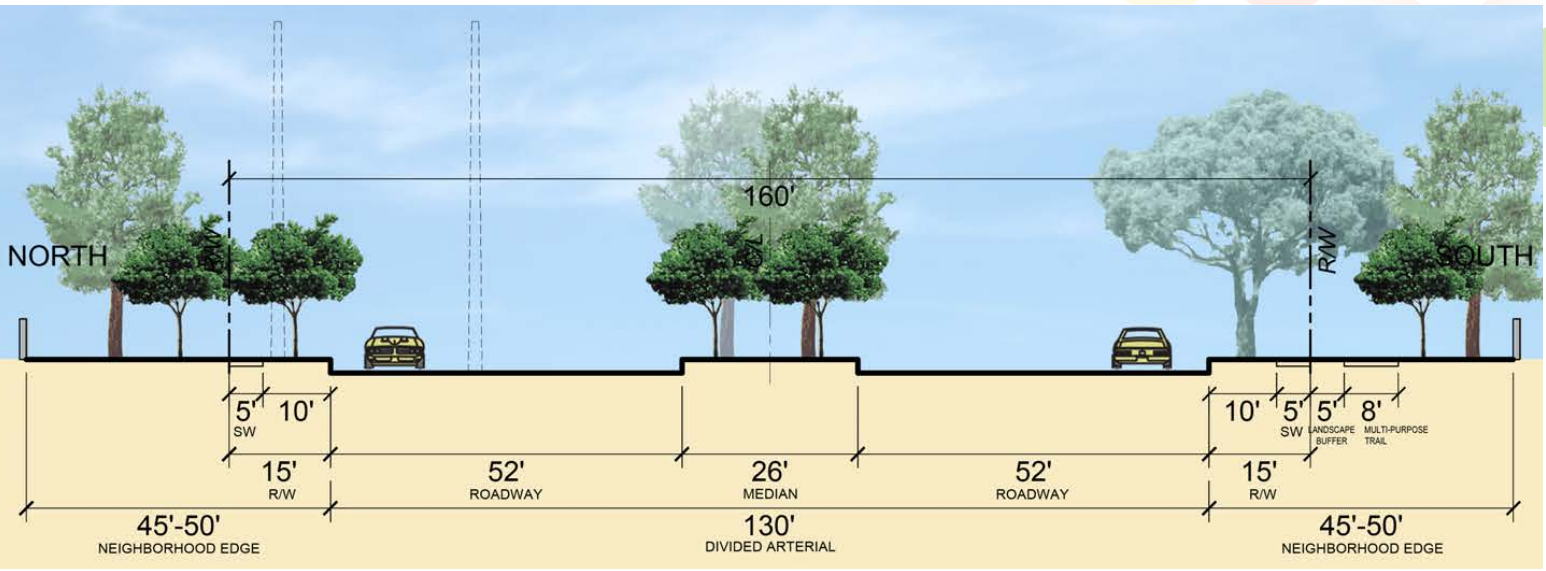
The overall landscape treatment along the streets within the CenterPark Specific Plan establish the general framework for the community. Tree plantings within landscape buffers and neighborhood edges combined with the master planned street trees and landscape treatment along public streets, private streets and private drives, create a spatial hierarchy and visual character throughout the community and within the residential neighborhoods of CenterPark.

7.12.1 Ontario Ranch Road

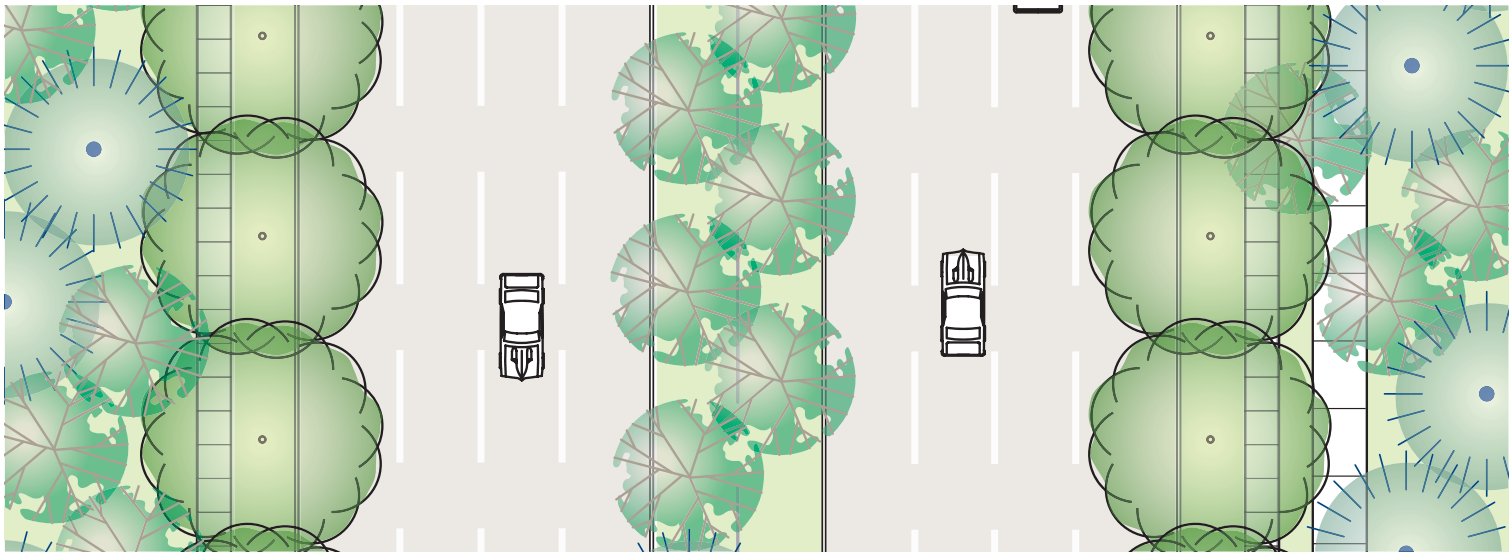
Ontario Ranch Road traverses the CenterPark Specific Plan area in an east/west direction from Campus Avenue to Walker Avenue. The Ontario Ranch Road streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. On Ontario Ranch Road the streetscape trees are of the Quercus agrifolia (Coast Live Oak), Pinus eldarica (Afghan Pine) as well as Lagerstroemia 'Natchez' (White Crape Myrtle). Approved shrubs include Viburnum tinus 'Spring Bouquet'(Laurustinus) and Rosa 'Pink Iceberg' (Pink Iceberg Shrub Rose).

The streetscape plan for Ontario Ranch Road is illustrated in **Exhibit 7-10, Ontario Ranch Road Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.

The typical cross section for Ontario Ranch Road in the Ontario Ranch Streetscape Master Plan 2018 includes a raised center median planted with deciduous trees. There are existing public utilities located within the future median area. There may be planting or other restrictions within these utility easements. These restrictions may conflict with the typical Master Planned street section. Any such conflicts will be discussed with the affected public agencies and resolved concurrent with TTM approval for the adjacent property.



STREET - CROSS SECTION



STREET - PLAN VIEW

TREE LEGEND

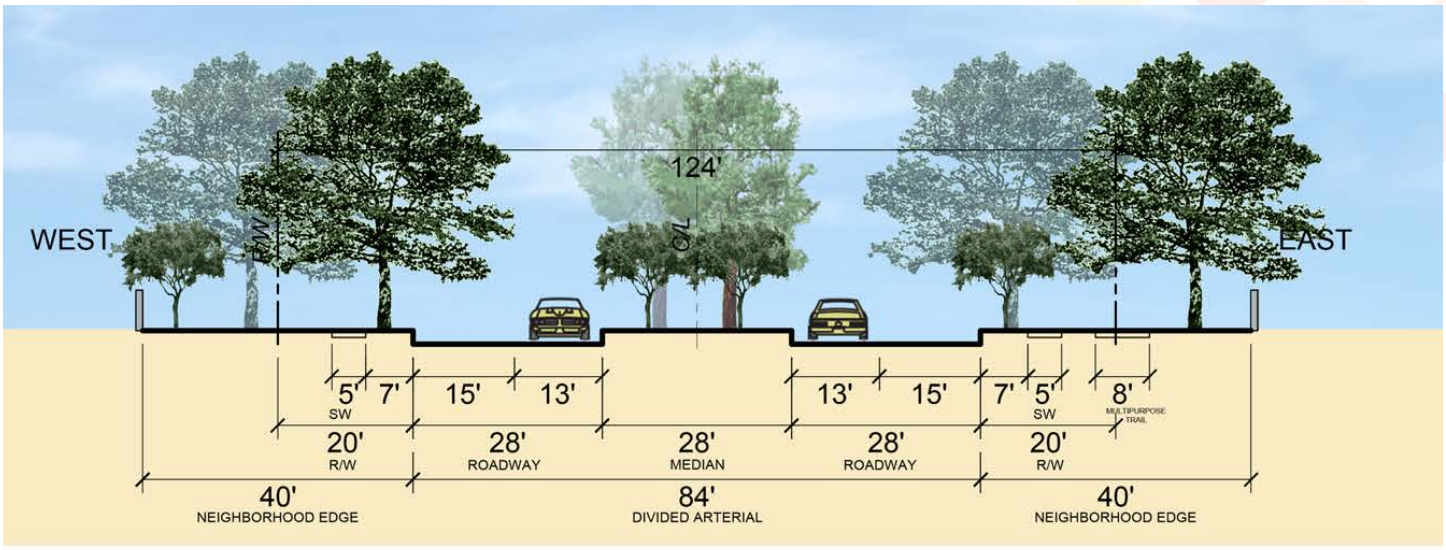
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	QUERCUS AGRIFOLIA / COAST LIVE OAK	40' x 30'	at 30' o.c.	at 40' o.c.	Evergreen
	LAGERSTROEMIA INDICA 'NATCHEZ' / WHITE CRAPE MYRTLE	20' x 12'	at 15' o.c.	at 15' o.c.	Deciduous
	PINUS ELDARICA / AFGHAN PINE	40' x 30'	at 30' o.c.	at 40' o.c.	Evergreen

EXHIBIT 7-10 ONTARIO RANCH ROAD STREETSCAPE

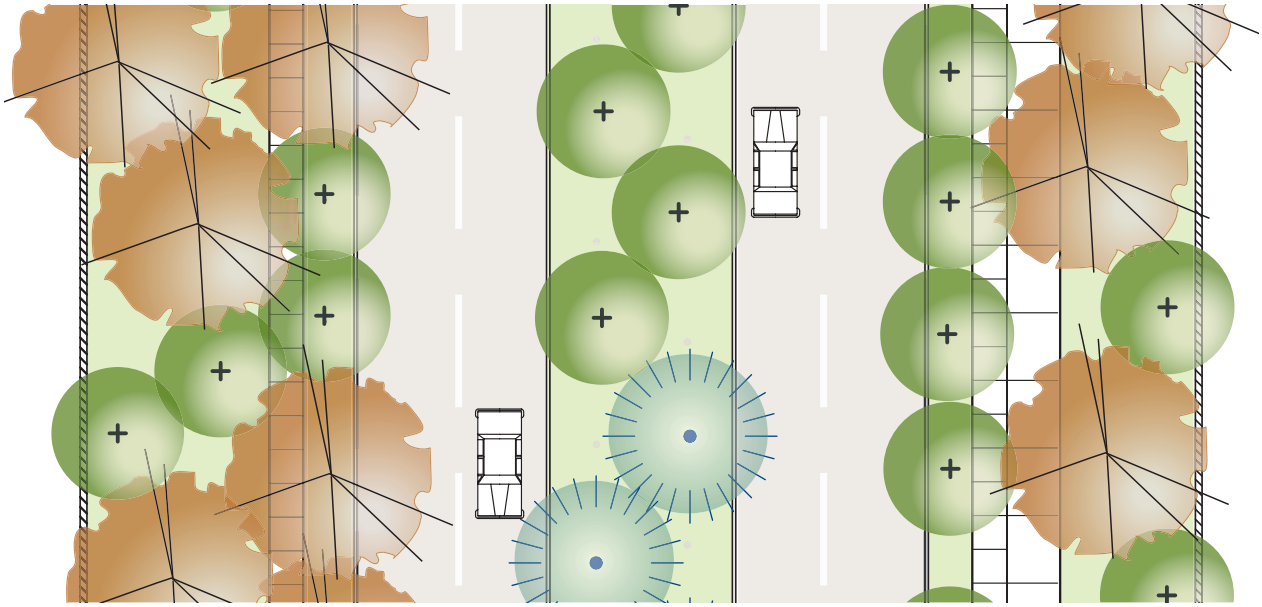
7.12.2 Grove Avenue

Grove Avenue traverses the CenterPark Specific Plan area in a north/south direction from the south side of the major SCE power line easement located approximately 400 ft. north of Ontario Ranch Road to the mid-point of the future Grand Park located one quarter mile south of Ontario Ranch Road. The Grove Avenue streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. The streetscape trees on Grove Avenue will be a mix of Platanus X acerifolia 'Bloodgood' (London Plane Tree), Pinus eldarica (Afghan Pine) and Cercis occidentali (Western Redbud). Prunus caroliniana (Carolina Laurel Cherry) and Muhlenbergia capillaris 'Regal Mist' (Pink Muhly) are allowable shrubs on this street.

The streetscape plan for Grove Avenue is illustrated in **Exhibit 7-11, Grove Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



STREET - CROSS SECTION



STREET - PLAN VIEW

TREE LEGEND

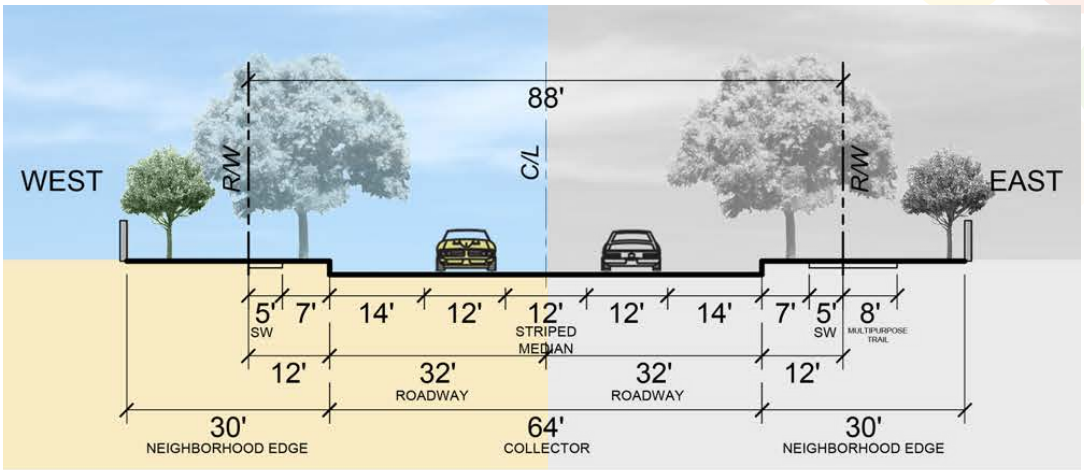
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	PLATANUS ACERIFOLIA 'BLOODGOOD' / LONDON PLANE TREE	40' x 30'	at 30' o.c.	at 40' o.c.	Deciduous
	PINUS ELDARICA / AFGHAN PINE	40' x 30'	at 30' o.c.	at 40' o.c.	Evergreen
	CERCIS OCCIDENTALIS / WESTERN REDBUD	20' x 15'	at 12' o.c.	at 15' o.c.	Deciduous

EXHIBIT 7-11 GROVE AVENUE STREETSCAPE

7.12.3 Walker Avenue

Walker Avenue is located along the eastern boundary of the CenterPark Specific Plan area. The Walker Avenue streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. On Walker Avenue, Koelreuteria Bipinnata (Chinese Flame Tree) and Tristania Laurina (Water Gum) can be planted. Acceptable shrubs are Elaegnus Pungens (Silverberry) and Sesleria autumnalis (Autumn Moor Grass).

The streetscape plan for Walker Avenue is illustrated in **Exhibit 7-12, Walker Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



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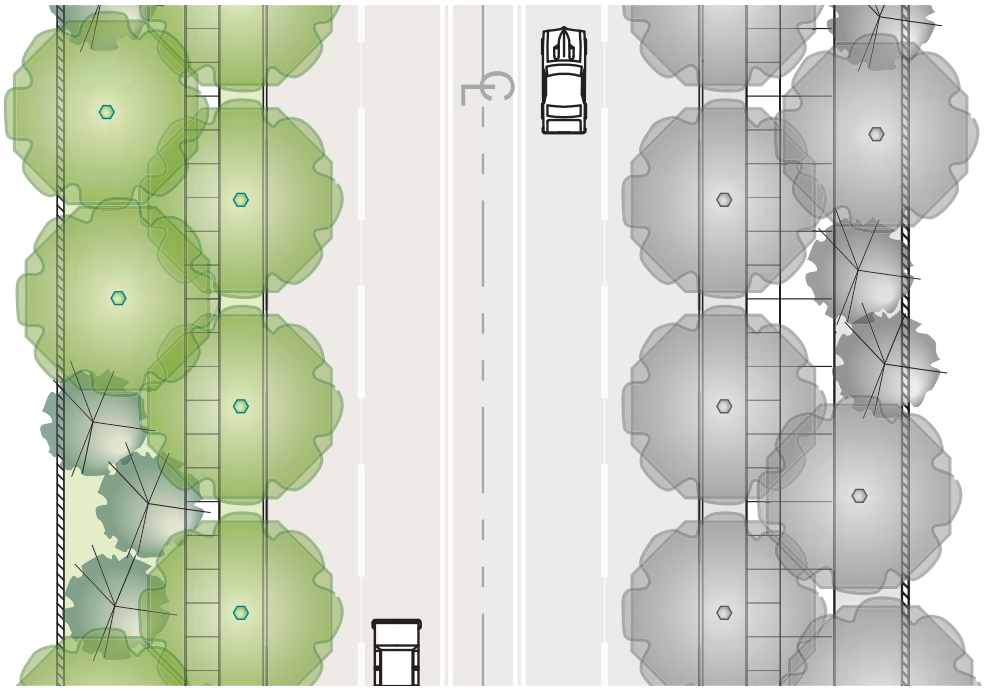


STREET - PLAN VIEW

TREE LEGEND

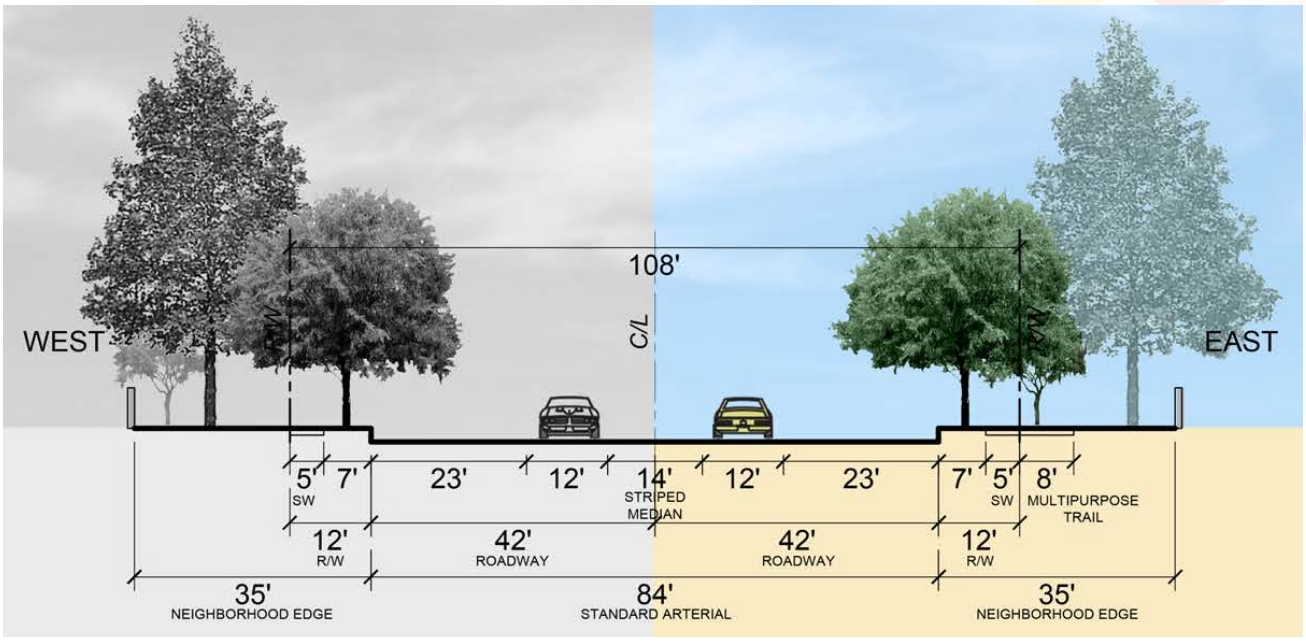
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	KOELREUTERIA BIPINNATA / CHINESE FLAME TREE	30' x 30'	at 30' O.C.	at 40' O.C.	Deciduous
	TRISTANIA LAURINA / WATER GUM	15' x 15'	at 15' O.C.	at 20' O.C.	Evergreen

EXHIBIT 7-12 WALKER AVENUE STREETSCAPE

7.12.4 Campus Avenue

Campus Avenue is located along the western boundary of the CenterPark Specific Plan area. The Campus Avenue streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. The streetscape trees on Campus Avenue should consist of Ulmus parvifolia 'Drake' (Drake Elm), Tabebuia chrysotricha (Golden Trumpet Tree) and Celtis sinensis (Chinese Hackberry). Acceptable shrubs are Cotoneaster lacteus (Cotoneaster) and Lonicera japonica (Japanese Honeysuckle).

The streetscape plan for Campus Avenue is illustrated in **Exhibit 7-13, Campus Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



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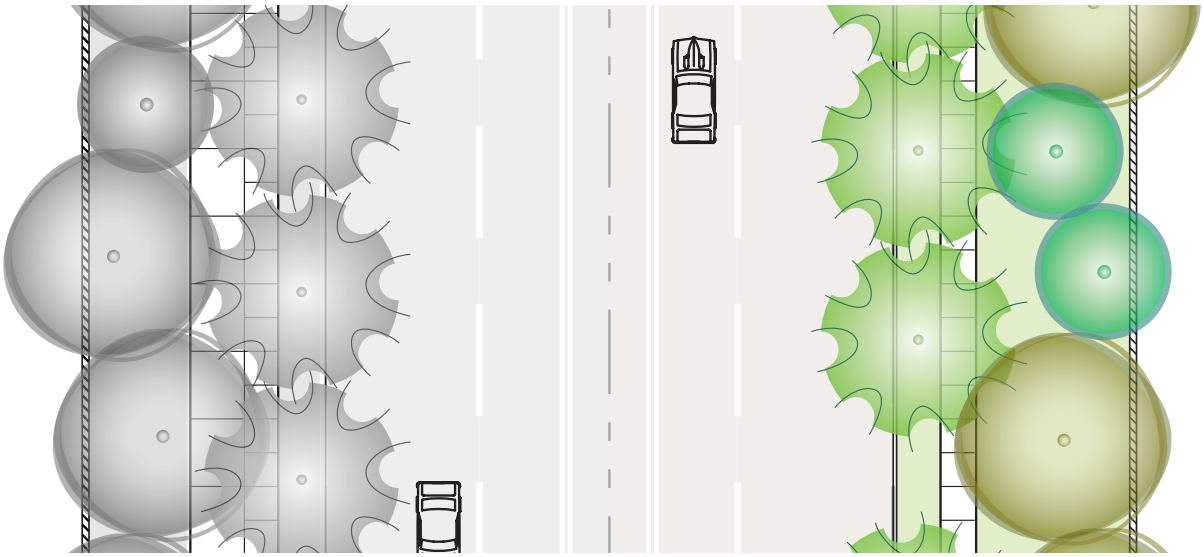


STREET - PLAN VIEW

TREE LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	CELTIS SINENSIS / CHINESE HACKBERRY	30' x 50'	at 30' o.c.	at 30' o.c.	Deciduous
	ULMUS PARVIFOLIA 'DRAKE' / DRAKE ELM	50' x 30'	at 25' o.c.	at 30' o.c.	Semi-Evergreen
	TABEBUIA CHRYSOTRICHA / GOLDEN TRUMPET TREE	15' x 25'	at 20' o.c.	at 25' o.c.	Briefly Deciduous

EXHIBIT 7-13 CAMPUS AVENUE STREETSCAPE

7.12.5 Bon View Avenue

Bon View Avenue is located approximately one quarter mile east of the western boundary of the CenterPark Specific Plan area. The Bon View Avenue streetscape will be developed in accordance with the City of Ontario Master Plan of Streets and Highways.

On Bon View Avenue, Pistacia chinensis (Chinese Pistache) and Quercus agrifolia (Coast Live Oak) can be planted. Acceptable shrubs and groundcovers include Rhaphiolepis 'Majestic Beauty' (Majestic Beauty Indian Hawthorne) and Baccharis pilularis 'Twin Peaks' (Dwarf Coyote Brush).

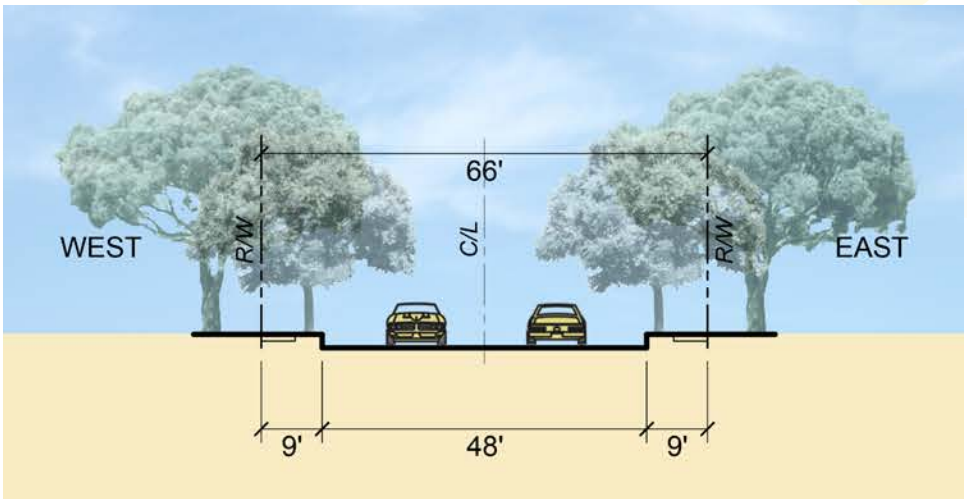
The streetscape plan for Bon View Avenue is illustrated in **Exhibit 7-14, Bon View Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.

7.12.6 Cucamonga Avenue

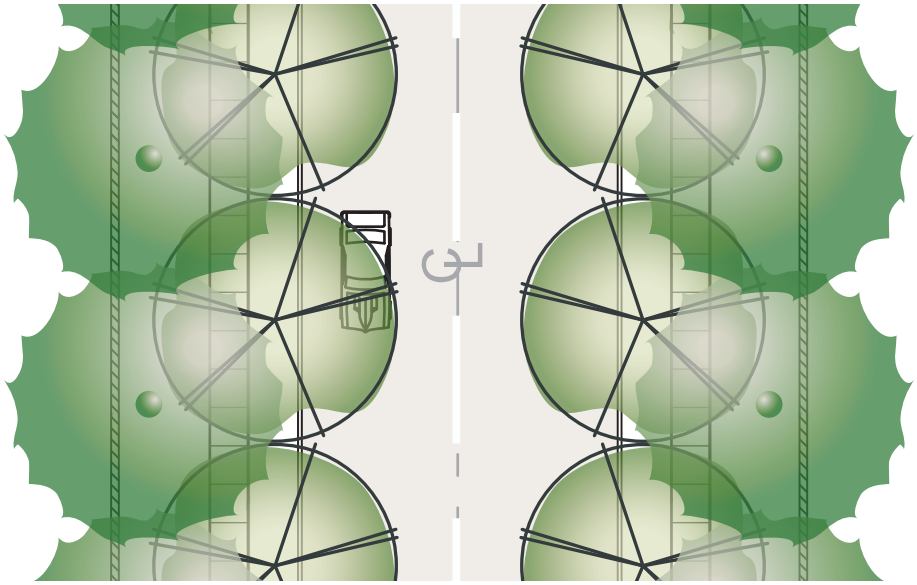
Cucamonga Avenue is a local north/south street providing access to the residential neighborhoods within the western portion of the CenterPark Specific Plan area. Cucamonga Avenue terminates on a neighborhood park and provides a connection and visual access to the Grand Park. The streetscape for Cucamonga Avenue will be developed in accordance with the City of Ontario Landscape Development Standards.

The Cucamonga Avenue streetscape tree will be Tristania Laurina (Water Gum). Acceptable shrubs and groundcovers include Pittosporum tobira 'Wheeler's Dwarf' (Wheeler's Dwarf Pittosporum), Rosmarinus 'Tuscan Blue' (Tuscan Blue Rosemary), and those in the Salvia (Sage) and Thymus (Creeping Thyme) species.

The streetscape plan for Cucamonga Avenue is illustrated in **Exhibit 7-15, Local Street Streetscape**. Improvements within the neighborhood edge may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



STREET - CROSS SECTION



STREET - PLAN VIEW

TREE LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL
	PISTACIA CHINENSIS / CHINESE PISTACHE	25' x 30'	at 30' O.C.	at 30' O.C.
	QUERCUS AGRIFOLIA / COAST LIVE OAK	35' x 35'	at 30' O.C.	at 40' O.C.

EXHIBIT 7-14 BON VIEW AVENUE STREETSCAPE

7.12.7 Parco Avenue

Parco Avenue is a local north/south street providing access to the residential neighborhoods within the eastern portion of the CenterPark Specific Plan area. Parco Avenue terminates on a neighborhood park and provides a connection and visual access to the Grand Park. The streetscape for Parco Avenue will be developed in accordance with the City of Ontario Landscape Development Standards.

The Parco Avenue streetscape tree will be Tristania Laurina (Water Gum). Acceptable shrubs and groundcovers include Pittosporum tobira 'Wheeler's Dwarf' (Wheeler's Dwarf Pittosporum), Rosmarinus 'Tuscan Blue' (Tuscan Blue Rosemary), and those in the Salvia (Sage) and Thymus (Creeping Thyme) species .

The streetscape plan for Parco Avenue is illustrated in **Exhibit 7-15, Local Street Streetscape**. Improvements within the neighborhood edge may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.

7.12.8 Grand Park Avenue

Grand Park Avenue is an internal connecting street providing primary east/west access to the residential neighborhoods within the CenterPark Specific Plan area. Grand Park Avenue is not part of the Ontario Ranch Streetscape Master Plan, however, it is an important community design element and creates a scenic drive along the north edge of the Ontario Grand Park within the Mixed-Use and residential areas of CenterPark.

It is identified as a Framework Street on **Exhibit 7-9, Landscape Framework Plan**. The streetscape for the Grand Park Avenue will be developed in accordance with the City of Ontario Landscape Development Standards.

7.12.9 Neighborhood Streets

Public and private neighborhood streets are utilized to provide internal circulation and connections in and between neighborhoods in the Specific Plan area. Public neighborhood streets within CenterPark will be developed in accordance with the City of Ontario Landscape Development Standards.

- *Local neighborhood streets unify and identify smaller neighborhoods and/or housing types within the community. Primary identifiers include a common street tree type and similar hardscape materials.*
- *See Planning Area Lansdcape criteria (Section 6.4) for street tree designation on local neighborhood streets.*
- *Street trees shall be installed at 24 in. box size minimum at 30 ft. O.C.*
- *Street trees located within 5 ft. of walks, walls, or other hardscape shall have a linear root barrier installed per manufacturer's recommendation.*
- *Parkways between sidewalk and roadside curb shall be planted with low water using groundcover, turf or approved equal.*
- *Where a local neighborhood street exists adjacent to school property, there shall be an additional 8 ft. landscape edge provided on the school site to allow for a widened sidewalk and landscape buffer.*

Local neighborhood street streetscapes shall include the following:

1. Public and private neighborhood streets include a 12 ft. wide parkway on each side of the street within a 60 ft. ROW. A 7 ft. wide landscaped area located between the curb and a 5 ft. wide sidewalk, with upright medium-sized, evergreen or deciduous canopy trees, minimum 24-inch box size, from the approved plant list. A minimum of one tree shall be planted on or near the property line of each lot.
2. Low water groundcovers are to be used in traditional turf areas including landscaped parkways.
3. A maximum of 50% warm season turf in landscape areas, with automatic irrigation, is allowed in landscape parkway areas.
4. Shrub mass planting and vines will be planted within common 5 ft. deep lettered lots located behind the sidewalk on corner side yard conditions to help soften adjacent private yard wall.

The streetscape plan for public local neighborhood streets is illustrated in **Exhibit 7-15, Neighborhood Street Streetscape**.

Where interior streetscapes interface with neighborhood parks and open space, special consideration should be taken to integrate pedestrian circulation into these areas via a pedestrian walkway system that links sidewalk along streets to open space areas.

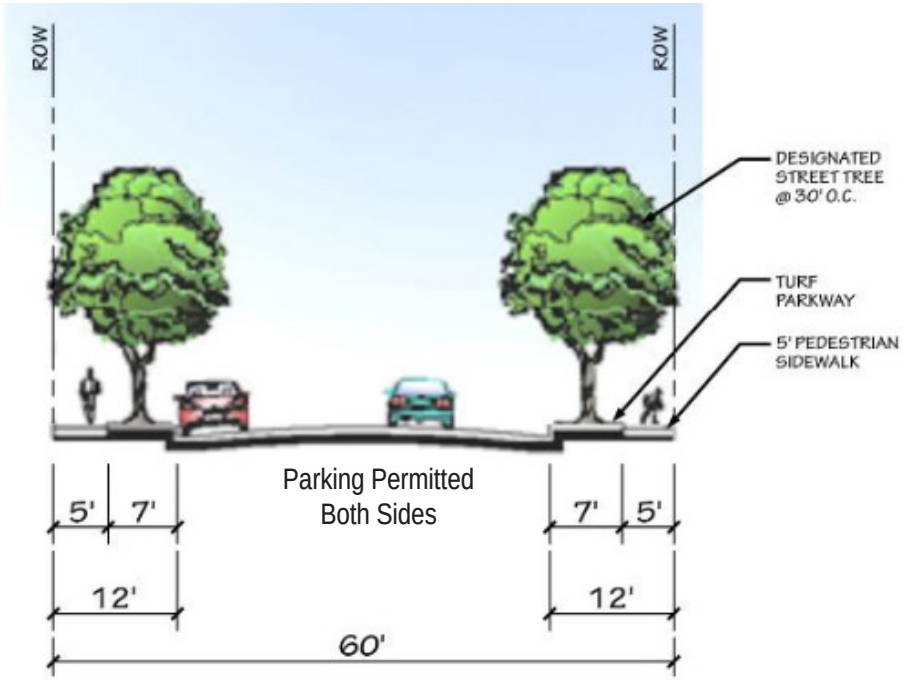


EXHIBIT 7-15 NEIGHBORHOOD STREET STREETSCAPE
(Cucamonga Avenue, Parco Avenue, Grand Park Avenue and Public and private Neighborhood Streets)

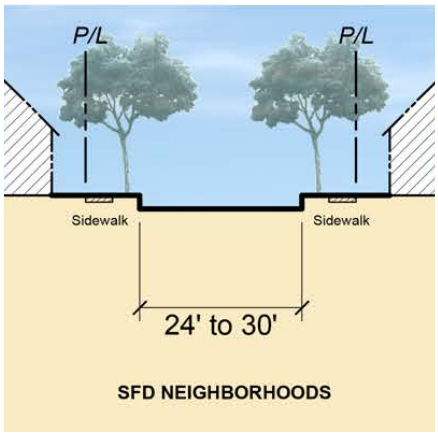
7.12.10 Private Drives

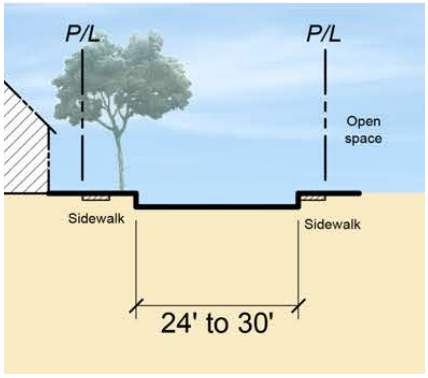
Private drives provide internal circulation within the residential neighborhoods in the Specific Plan area. The streetscape design of private drives shall be consistent in character with the overall landscape framework for CenterPark to provide an attractive and safe pedestrian circulation throughout the residential areas of the Specific Plan. Private drives may be used to provide access to open space and resident parking areas and neighborhood parks.

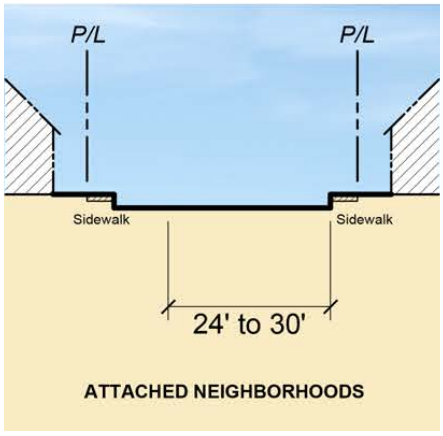
- *Landscape materials and details shall soften and enhance essential service and vehicular access, creating a utility oriented residential street type. Shrubs and vines shall be used in conjunction with screen wall and fence types to provide a cohesive circulation element for alley-loaded product types.*

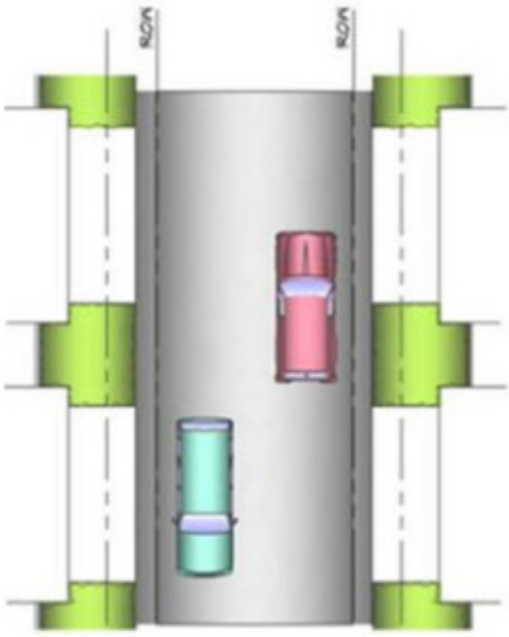
Private drives differ from private common drives or alleys, both in function and appearance. Private drives are utilized to provide secondary vehicular and pedestrian access within each neighborhood. They may include landscaped parkways between the vehicular paved section and the pedestrian sidewalk to allow for regularly spaced street trees to replicate the aesthetics of a neighborhood streetscape at a scale that is proportional to the higher density residential planning area with urban building setbacks. Private drives reduce the paved section along streets where no parking is allowed. Private drives within CenterPark will incorporate the following design guidelines:

The streetscape plans for private drives are illustrated in **Exhibit 7-16, Private Drives Sections**.









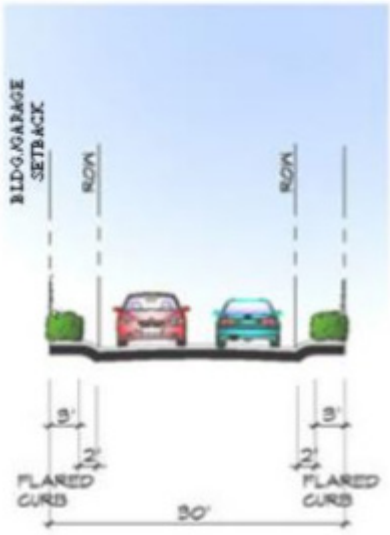


EXHIBIT 7-16 PRIVATE DRIVES SECTIONS

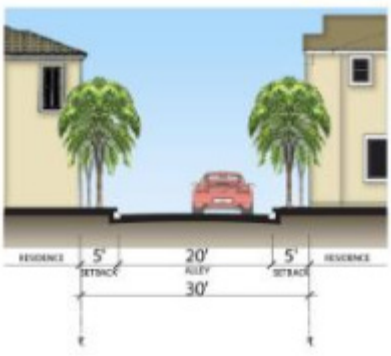
7.12.11 Common Drives/Alleys

Common drives include through travel ways used primarily to provide access to residential parking and garages. Garages are also oriented onto dead-end travel way or alleys. Alleys do not typically include public utilities and are designed to meet minimum fire access requirements.

- *The intent is to provide access for vehicles and trash storage and removal in an attractive space that encourages neighbor interaction.*
- *The drive shall be 24 ft. where common drives provide emergency access.*
- *Garage to garage distance shall not be less than 30 ft.*
- *Living space facing a common drive shall allow for a minimum 5 ft. landscape setback measured from the curb or sidewalk (if any).*
- *Low patio walls shall allow for a minimum 3 ft. landscape setback measured from the curb or sidewalk (if any).*

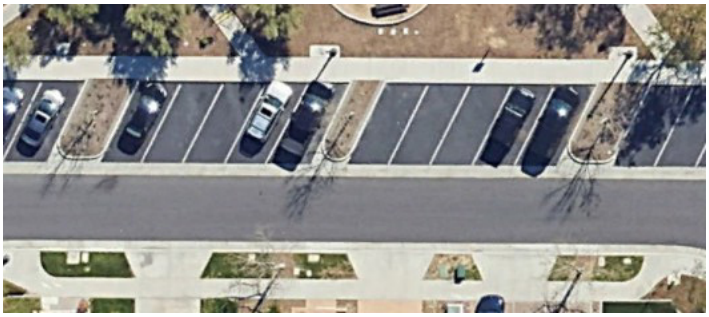
Common drives streetscapes shall include the following:

1. Common drives provide internal circulation and access to open parking and residential garages. Enhanced cross walks are encouraged at private drives where they intersect with public or private streets.
2. Where garages are oriented onto common drives, a landscaped planting area between garage driveways will be planted with upright shrubs, vines espaliers and/or groundcover plant material from the approved plant list. These areas will include automatic sprinklers.
3. Informal tree planting, groups of two or more, is encouraged adjacent to parks, common open space areas, and SCE easements. The minimum average requirement is one tree per 25 ft.
4. Parking along private drives shall include one 8 ft. wide planter island for every 8 adjacent parking stalls.



Minimum travel lanes on private drives and through private driveways/alleys shall be a minimum of 24 ft. wide. Additional paved width may be be required if there are public utilities within the private drive.

Parallel parking is not allowed on private drives less than 32 ft. wide. Diagonal and perpendicular parking stalls may be permitted on one or both sides of private drives as shown in **Exhibit 7-17, Private Drive Parking**.



Diagonal parking along open space

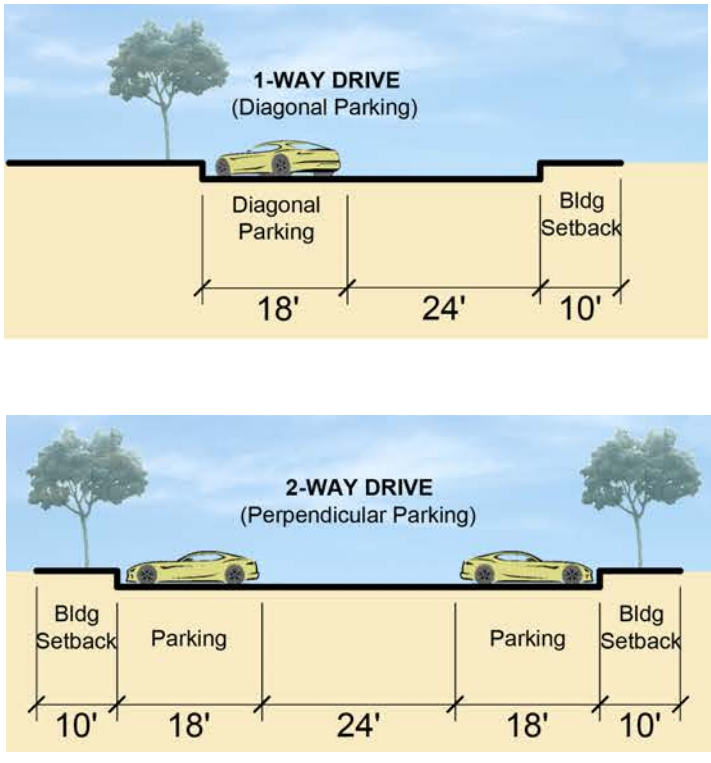
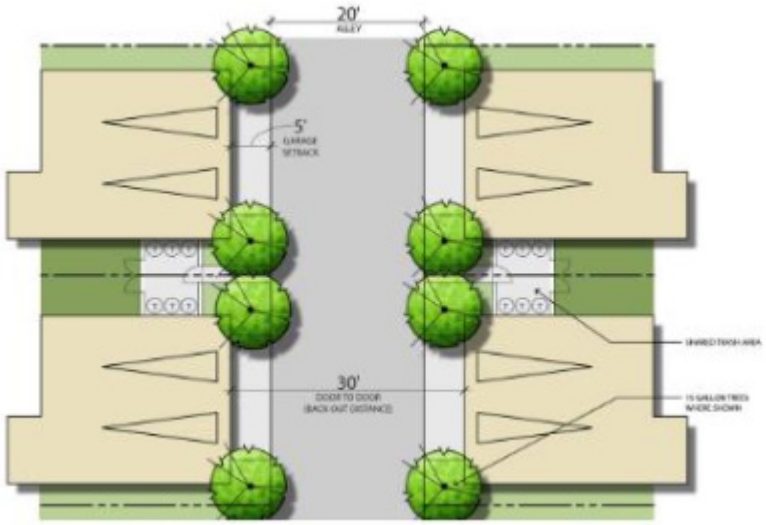


EXHIBIT 7-17 PRIVATE DRIVE PARKING

Alleys are typically dead-end private travel ways fronted by residential parking and garages. Private driveways streetscapes shall include the following:

1. Common drives and alleys are designed to provide safe and attractive access to residential garages, driveways, and parking spaces. Typical alleys are not through-streets and are intended to be pedestrian-friendly with low traffic volumes. Private drives consist of a 20 ft. wide paved section with rolled curbs. Buildings and garages facing each other are a minimum of 30 ft. apart. The areas on each side of the alley may be private front yards, parking spaces for residents and guests or access to garages. Landscaping in these areas will be installed by the builder and maintained by a homeowners association. These areas will include automatic sprinklers.
2. Where garages are oriented onto common drives and alleys, a landscaped planting area between the garage driveways will be planted with upright shrubs, vines espaliers and/or groundcover plant material from the approved plant list.

The streetscape plan for alleys is illustrated in **Exhibit 7-18, Common Drives/Alleys**.



Non-through common drives and alleys, which function primarily to provide access to garages within single-family detached neighborhoods, including cluster, courtyard and detached cottage home types, shall utilize enhanced paving materials such as concrete pavers, scored or colored concrete, stonework or other decorative hardscape approved by the City Planning Department.

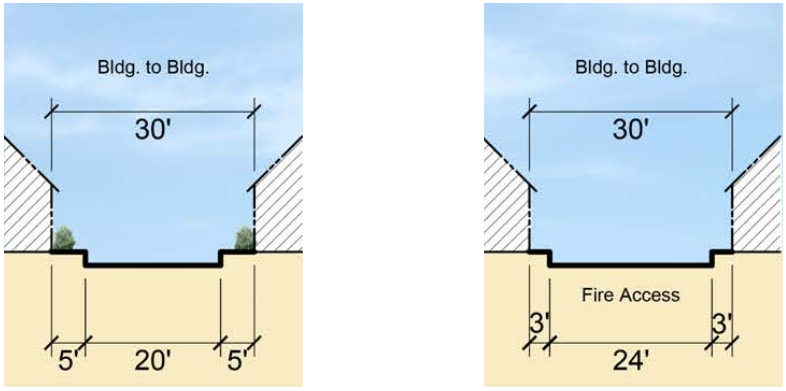


EXHIBIT 7-18 COMMON DRIVES/ALLEYS

The enhanced paving shall be designed to accommodate vehicular access to the garages and pedestrian access from sidewalks and walkways to front entry doors. See **Exhibit 7-19, Enhanced Driveway/Common Drives and Alley Paving Detail**.

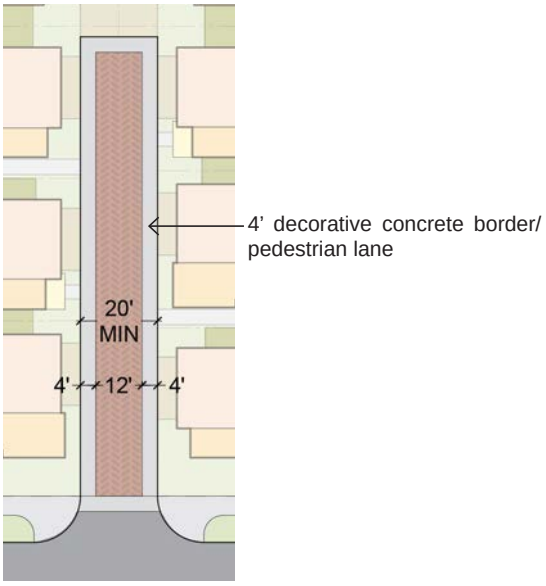


EXHIBIT 7-19 ENHANCED DRIVEWAY/COMMON DRIVES AND ALLEY PAVING DETAIL

7.13 ENTRIES AND MONUMENTATION

Community monumentation is an important community design element used to identify one's arrival at CenterPark and to establish the sense of place for the overall community. Community entries are proposed at the perimeter of the Specific Plan area along framework streets. These Community entry monuments are designed to establish a strong hierarchy of scale. They may be incorporated into the landscape plans for individual planning areas to identify attached residential and multi-family neighborhoods, neighborhood parks and open space amenities within the community. These monument elements are to be designed with durable, lasting materials approved by the City of Ontario. Placement of the monumentation shall be in accordance with line-of-sight requirements and outside of the public right-of-way.

Community entry monuments are located at the western edge of the Specific Plan area at the intersection of Ontario Ranch Road and Campus Avenue, at the northern Specific Plan boundary at Grove Avenue, at the northwest corner of the intersection of Ontario Ranch Road and Parco Avenue. These monuments announcing the arrival into the community of CenterPark, will reflect a transitional interpretation of the historical rural character of the area and reinforce the architectural theme established for the CenterPark Community to create a harmonious, identifiable and aesthetic arrival statement.

The community monuments establish an asymmetrical character, with the primary monument feature located on the right side of the street within a landscaped backdrop. A smaller monument feature on the left side of the roadway provides an offsetting balance. Serpentine stucco walls and formalized planting offset an arrangement of simple spheres creating a three dimension sculpture that is visually interesting at the pedestrian and vehicular level.

The Community monumentation features are illustrated in **Exhibit 7-9, Landscape Framework Plan**.

7.13.1 Community Entry and Monumentation

The community monumentation shall include the following:

1. A horizontally proportioned monument sign (6-8 ft. maximum height) with enhanced horizontal cladding and community identification, will be located within the landscape lot adjacent to the ROW at the following locations:

   a. Northeast and southeast corner of Ontario Ranch Road and Campus Avenue.

   b. East and west side of Grove Avenue at the south edge of the SCE easement north of Ontario Ranch Road.

   c. Northwest corner of the intersection of Ontario Ranch Road and Parco Avenue.

   d. Southwest corner of the intersection of Ontario Ranch Road and Walker Avenue.

2. Conceptual monumentation shown in the Specifc Plan depicts stucco with treated or simulated wood accent material. Stucco and simulated wood are sustainable materials. Stucco has been used as the primary material for exterior building surfaces in modern construction for this reason. The design and the material depicted reinforce the vision for the CenterPark master planned community, reflecting the relationship between the built environment and the natural landscape found in urban parks. Other enhanced or decorative materials that reinforce the overall community character for CenterPark are acceptable and may be allowed as part of development plan approval. Other acceptable sustainable materials for entry and community monuments include formed concrete, stone or tile cladding in a horizontal design pattern. Other accent materials include simulated or treated rusticated metal panels and durable extruded materials in accent colors. Signage lettering may be raised or back-lit.

3. Project logo with fabricated lettering mounted on a raised background panel.

4. A minimum of three (3) large multi-trunk specimen trees will be planted to frame each community monument. Specimen trees to be minimum 48-inch box size.

5. Evergreen shrubs and hardy perennial flowers to be used in a formal planting design as a foreground treatment. Planting at community monuments will provide a layering of ornamental shrubs and drought tolerant groundcover.

6. Accent lighting of landscape/monumentation will be low voltage LED lighting. Allowable lighting at community entries includes, but is not limited to, pathway lighting, up-lighting at walls and selected/focal trees and indirect or back-lighting of signage areas. Final landscape lighting design will be reviewed by the City as part of development plan approval.

The Community monumentation features are illustrated in **Exhibit 7-9, Landscape Framework Plan** and **Exhibit 7-20** and **7-21, Community Monumentation**.

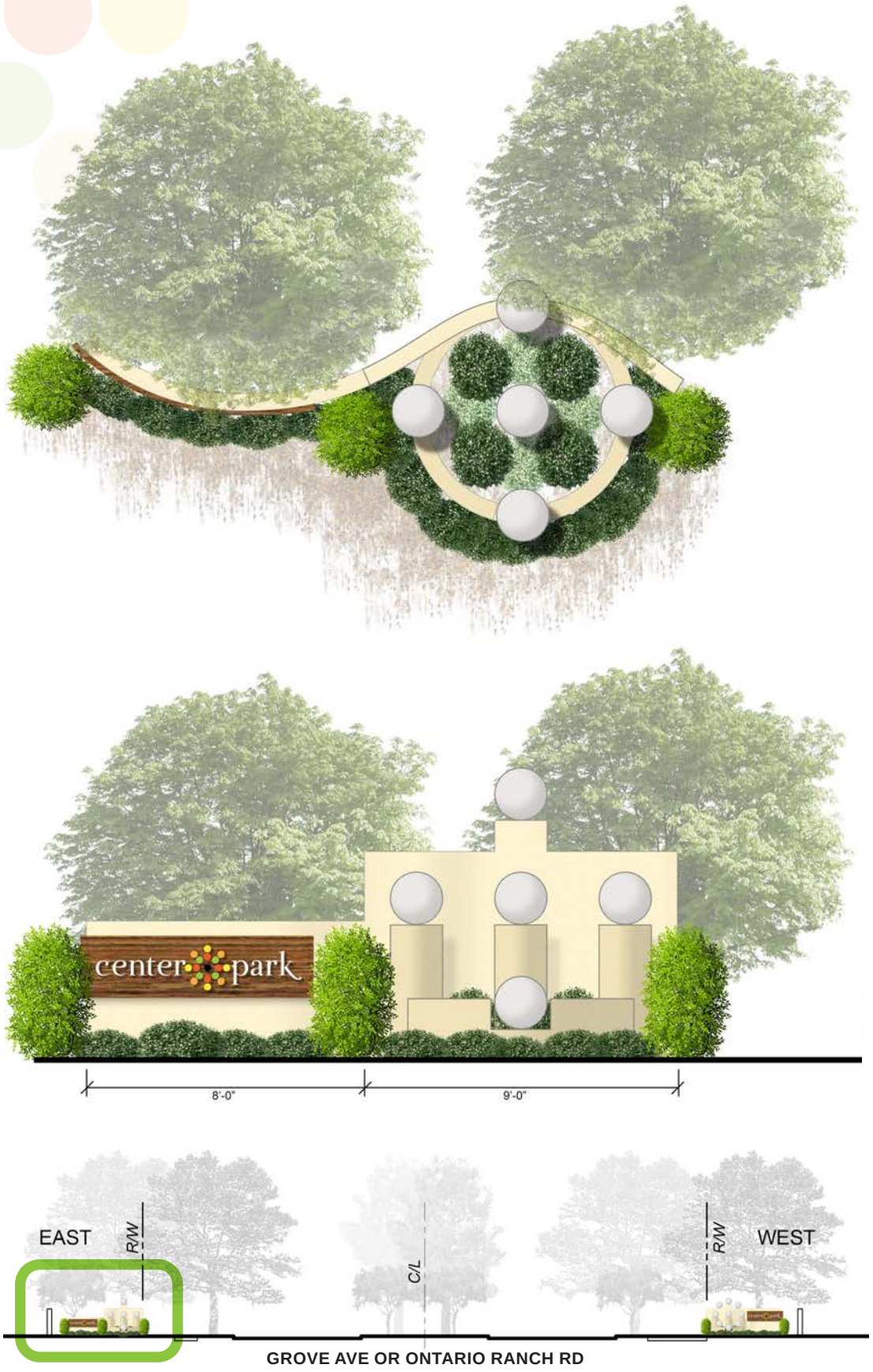


EXHIBIT 7-20 COMMUNITY MONUMENTATION (LEFT SIDE)

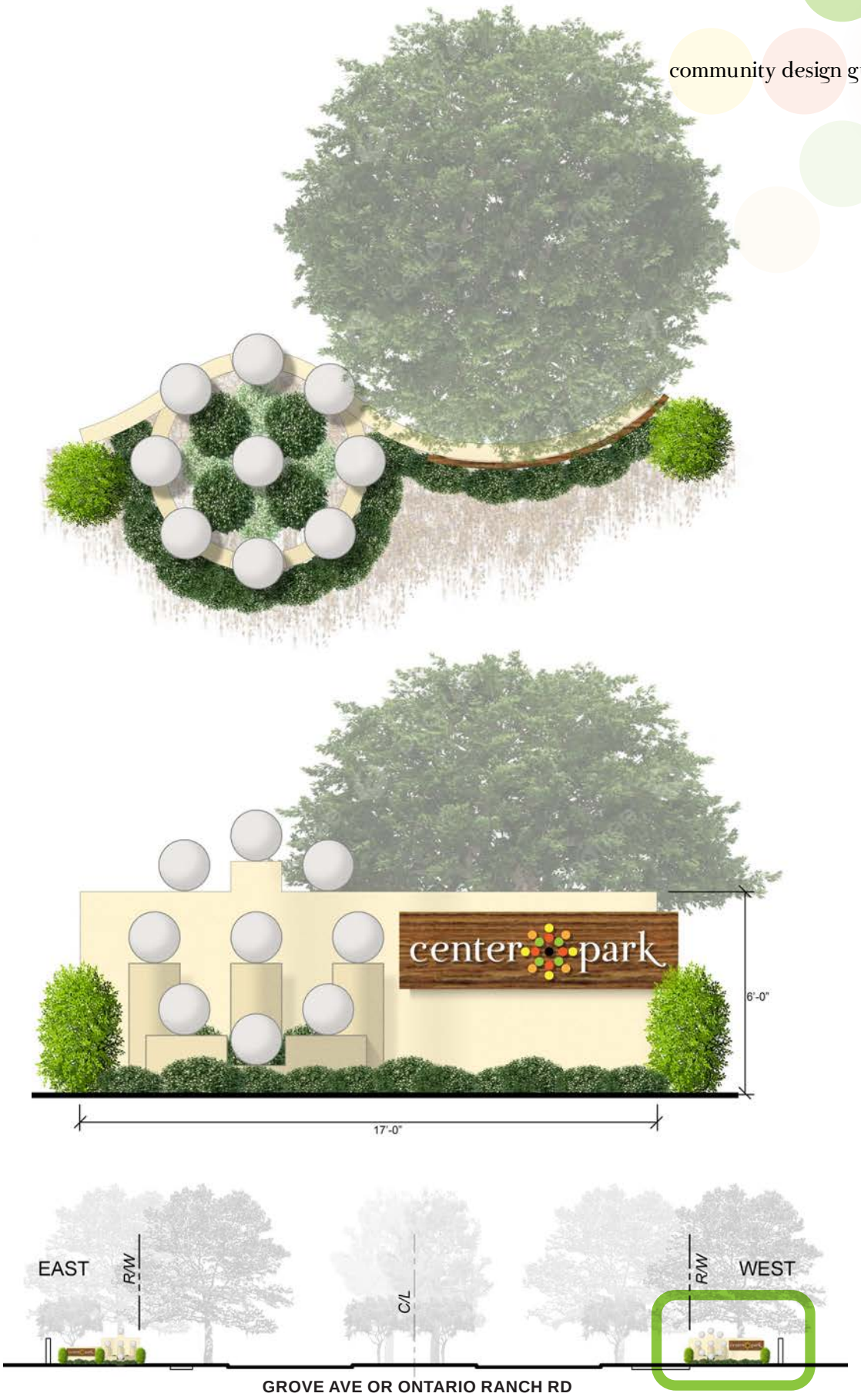


EXHIBIT 7-21 COMMUNITY MONUMENTATION (RIGHT SIDE)

7.13.2 Mixed-Use Intersection Monumentation and Signage

Community monuments are allowed within the neighborhood edge at the intersection of Ontario Ranch Road and Grove Avenue, at the "center" of the Mixed-Use portion of the Specific Plan area. These monuments/signage reinforce the overall character of the community of CenterPark and will reflect a transitional interpretation of the historical rural character of the area. The monuments create a harmonious, identifiable community character along these major intersecting framework streets.

The monument wall establishes a recognizable landscape/hardscape character, with single simple spheres creating a sculptural focal element that is visually interesting at the pedestrian and vehicular level. The monument wall provides space for project and tenant signage in accordance with the City of Ontario signage ordinance.

Thematic intersection monumentation and signage shall include the following:

1. A horizontally proportioned sign wall (4 to 5.5 ft. maximum height) with community identification, will be located within the landscape lot adjacent to the ROW at any of the four corners of the intersection of Ontario Ranch Road and Grove Avenue.
2. Primary material may include split-face or stucco. Other acceptable sustainable materials include formed concrete, stone or tile cladding in a horizontal design pattern.
3. Project logo with fabricated lettering mounted on a raised background panel.
4. Large multi- or single-trunk trees, minimum size is 36-inch box size, will be planted to anchor each monument/signage wall with background landscaping. A minimum of two trees will be planted to frame each monument.
5. Evergreen shrubs and hardy perennial flowers to be used as an accent and foreground treatment. Planting will provide a layering of ornamental shrubs and drought-tolerant groundcover. Seasonal perennial flowering may be planted to allow for seasonal flowering interest throughout the year.
6. Accent lighting will be low voltage LED lighting. Allowable lighting at community entries includes, but is not limited to, pathway lighting, up-lighting at walls and selected/focal trees and indirect or back-lighting of signage areas. Final landscape lighting design will be reviewed by the City as part of development plan approval.

Intersection monumentation and signage for the Mixed Used area of CenterPark is illustrated in **Exhibit 7-9, Landscape Framework Plan** and **Exhibit 7-22, Mixed-Use Intersection Monumentation and Signage**.

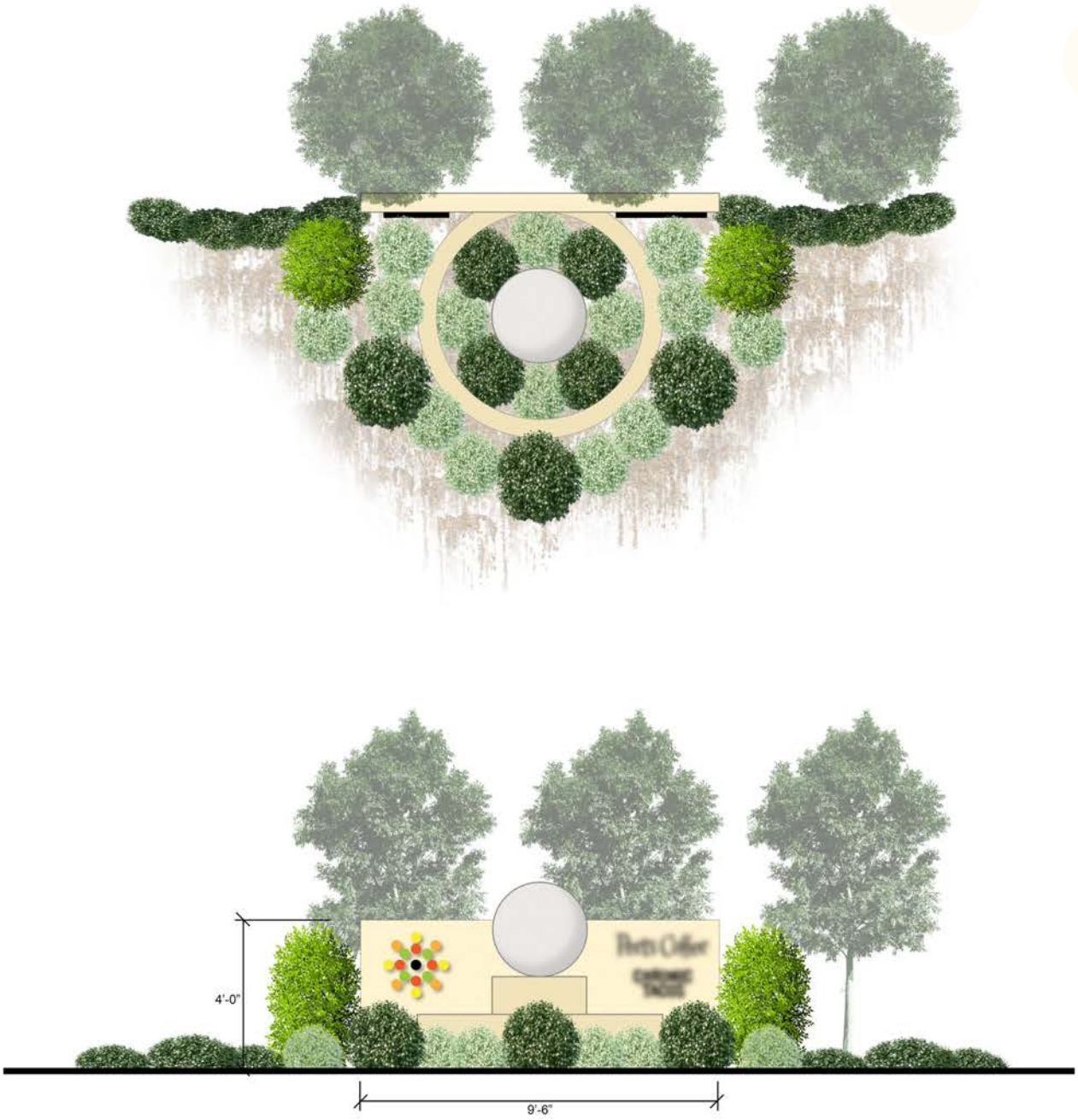


EXHIBIT 7-22 MIXED USE INTERSECTION MONUMENTATION AND SIGNAGE

Attached residential and multi-family developments within the residential neighborhoods may identify their individual project character with entry and directional signage that complements and reinforces the overall community character and utilizes the basic design features of the other monuments within CenterPark.

The design of neighborhood entry monumentation shall include the following:

1. Primary material may include split-face or stucco with treated or simulated wood accent material. Other acceptable sustainable material include formed concrete, stone or tile cladding in a horizontal design pattern.
2. Community identification with fabricated steel lettering.
3. Neighborhood monuments may be integrated/attached to the perimeter community wall. Refer to **Exhibit 7-26, Wall and Fence Details** for community wall and fence design details.
4. One or more medium sized evergreen specimen tree, minimum size is 36 ft. box size, will be planted to anchor each neighborhood entry.
5. Evergreen shrubs and hardy perennial flowers to be used as an accent and foreground treatment. Planting at neighborhood entry monuments will provide a layering of ornamental shrubs and drought-tolerant groundcover. Seasonal perennial flowering may be planted to allow for seasonal flowering interest throughout the year.
6. Accent lighting of landscape/monumentation will be low voltage LED lighting.

7.14 PARKS, PASEOS, AND PRIVATE RECREATION AREAS

Residential neighborhoods in the community will provide parks and open space to meet the City of Ontario's requirements and provide safe and attractive open space areas with amenities designed and implemented to provide for recreation, public gatherings and leisure activities for the future residents of CenterPark. The parks and open space concept for CenterPark is to provide a variety of neighborhood parks within each residential planning area within the Specific Plan.

Future residential developments may contain private recreation areas within the neighborhood parks and/or pocket parks. All open space areas, including parks and paseos, will provide opportunities for community interaction and recreation while reinforcing neighborhood and community character consistent with these Design Guidelines.

Common open space shall be designed to create areas that utilize trees, landscaping, and recreational facilities. They shall incorporate landscape planters, pathways, benches, gazebos, raised planters, and other unique features. Features may include permanent play areas and include amenities such as permanent table tennis, bocce ball, bags (corn hole), shade structures, fire pits, and BBQs that encourage spaces for family gatherings and games. Play equipment shall consider unique elements such as nature play, splash pads, or other interactive features other than traditional play equipment.

7.14.1 City of Ontario Grand Park

The CenterPark Specific Plan includes 55.98 acres designated for the Grand Park, a regional park intended to serve not only the residents of CenterPark, but the surrounding City residents and visitors from the surrounding region drawn. The City's vision for the Grand Park has been outlined in The Ontario Grand Park Conceptual Master Plan. All future improvements within the Grand Park including monumentation, signage, trails, landscaping, etc. shall be designed to be consistent with the Ontario Grand Park Conceptual Master Plan to ensure a consistent implementation of the City's vision.

Improvements within Grand Park shall be approved as part of the development plan for the adjacent residential or mixed-use planning area. Park improvements shall be constructed concurrently with the development of the adjacent residential or mixed-use planning area.

7.14.2 Neighborhood Parks

Residential neighborhoods within the CenterPark Specific Plan will provide a minimum of two acres of parks on-site. Park areas with a minimum size of one quarter acre and a minimum dimension of 30 ft. contribute toward this on-site requirement. Neighborhood parks may be located between residential neighborhoods as a shared recreational and gathering space.

Centrally located and visibly prominent, neighborhood parks, a minimum of one-half to three quarter acre in size, are encouraged within CenterPark. Neighborhood parks will be included as a focal design element within the residential neighborhoods within the Specific Plan area with major active and passive recreational amenities. More intimate scaled local parks with active or passive recreational amenities may be proposed to meet the park requirements. Neighborhood parks shall be designed according to the following Guidelines:

1. Neighborhood park facilities, including buildings, landscape/shade structures, hardscape improvements, water features, seating/benches, street furnishings, signage and lighting features, etc. should be designed to reinforce the community character of CenterPark.
2. Neighborhood parks should be designed to be visible from surrounding streets and common areas to provide a safe and defensible area for outdoor activities.
3. Landscaping should complement the surrounding streetscapes utilizing trees, shrubs and groundcovers identified in the plant matrix. Large specimen trees should be used within the open turf areas to help provide shade and to frame background views. Accent trees should also be used at pedestrian entries.
4. Neighborhood parks over one-half acre in size, should include large turf play areas suitable as informal play fields and large gathering areas. Warm season turf is recommended for open spaces where turf provides a playing surface.
5. Neighborhood parks should provide both active and passive amenities and facilities for the use and enjoyment of future residents and visitors.
6. A minimum of 50% of the barbecue and picnic facilities provided should be located adjacent to a walkway system for ADA accessibility.
7. Enhanced paving should be encouraged where pedestrian circulation crosses roadways in appropriate locations and as approved by the City of Ontario. Enhanced paving is not required within public right-of-ways. Enhanced crossing should be located at corner/intersection locations or at controlled locations.
8. Trash receptacles will be provided at seating areas. Doggie bag stations will be located at each neighborhood park over one-half acre in size.
9. Bike racks will be provided at tot lot facilities/play equipment and may also be provided at other suitable locations.

Exhibit 7-23 Conceptual Neighborhood Park shows an illustrative example of a neighborhood park within the CenterPark Specific Plan.

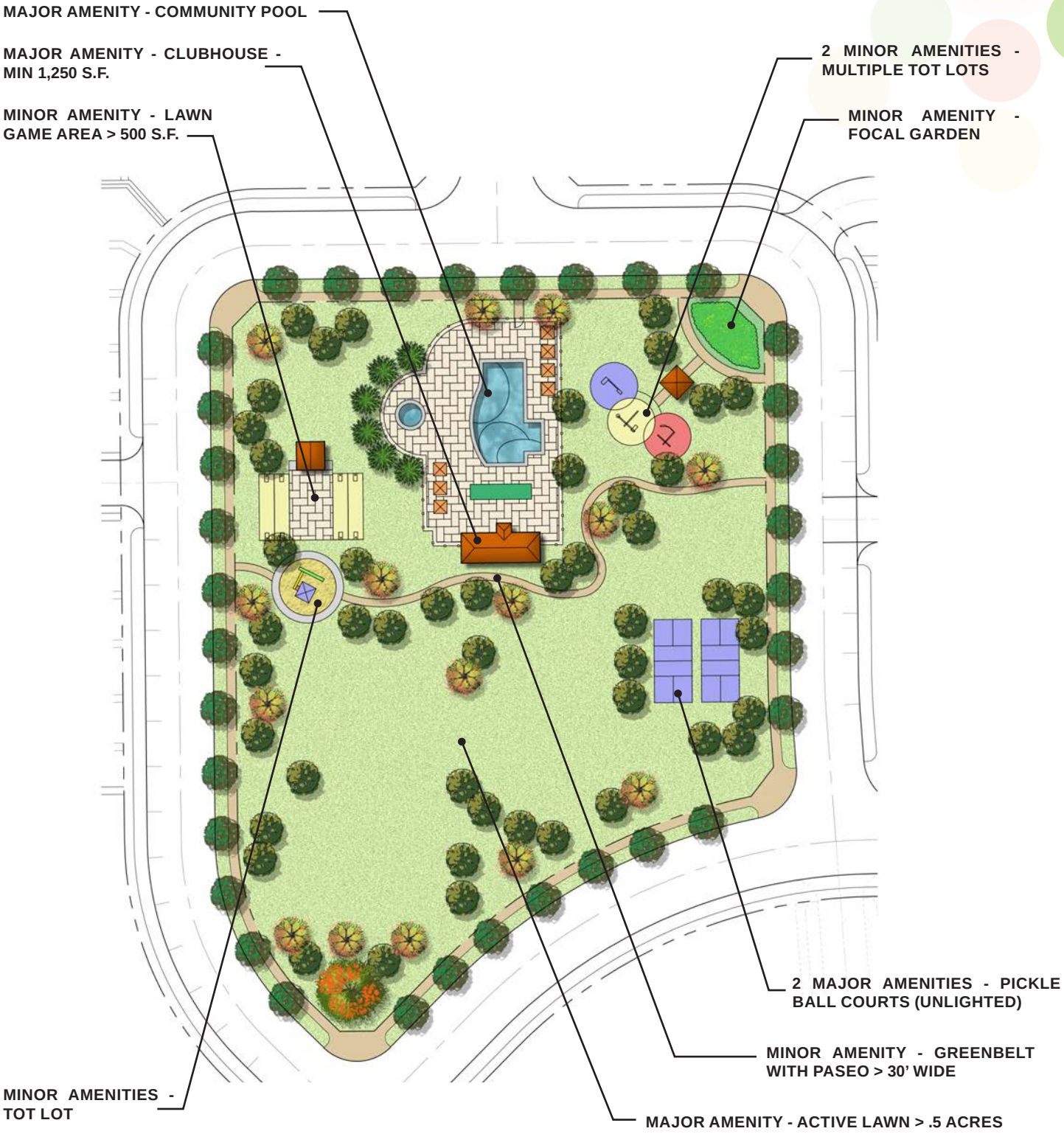


EXHIBIT 7-23 CONCEPTUAL NEIGHBORHOOD PARK

Neighborhood Park shown for typical blended neighborhoods of 351 to 400 DU

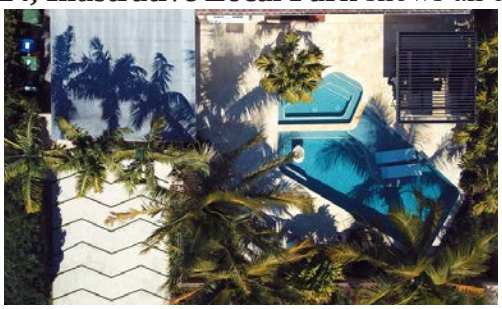
7.14.3 Local Parks

Local parks are encouraged within residential neighborhoods in CenterPark, while neighborhood pocket parks should be designed to enhance neighborhood vistas/visual terminus points and other visually prominent areas. Local parks are intended to provide additional amenities within a short walking distance of the surrounding homes and should be designed with strong neighborhood "eyes-on" approach.

Pocket parks shall be designed according to the following Guidelines:

1. Local parks should be designed to reinforce the community character of CenterPark.
2. Local parks should be designed to be visible from surrounding streets and common areas to provide a safe and defensible area for outdoor activities.
3. Landscaping should complement the surrounding streetscapes utilizing trees, shrubs and groundcovers identified in the plant matrix. Larger trees should be used within local parks to help provide shade and to screen gathering and activity areas. Accent trees should also be used at pedestrian entries.
4. Local parks may include small scale active and/or passive amenities for the use and enjoyment of future residents and visitors. Local parks may include smaller turf areas suitable for informal play and picnicking. Warm season turf is recommended for open spaces where turf provides a playing surface.
5. Shaded seating areas are encouraged. Trash receptacles will be provided at seating areas.
6. Paseos should provide strong connections between neighborhoods within CenterPark and should provide an extension of the public and private sidewalks. All paseo walkways will be ADA accessible.
7. Bike racks will be provided at tot lot facilities/play equipment.

Exhibit 7-24, Illustrative Local Park shows an example of a park within a residential neighborhood.



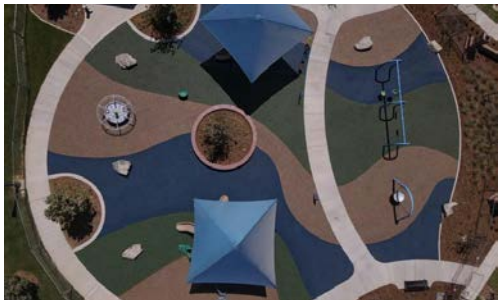


EXHIBIT 7-24 ILLUSTRATIVE LOCAL PARK

Local Park shown for typical 100 - neighborhood less than 200 DU

7.14.4 Landscape Design

The Mixed-Use area of the CenterPark Specific Plan will be developed both architecturally and through landscape treatments to create a distinct community character and to ensure a cohesive aesthetic with the residential areas of the Specific Plan. The land plan encourages integration of the residential and mixed-use areas by providing for a consistent landscape treatments along the frontage on Grove Avenue and Ontario Ranch Road, while also incorporating a major gateway monument.

7.14.4.1 Minimum Landscape Requirements

1. Builder/developer shall refer to City of Ontario standards for the percentage of gross commercial site acreage required to be landscaped.
2. All areas of the site not occupied by buildings, parking or otherwise utilized shall be landscaped with groundcover, turf or tree materials from the community plant list.
3. Appropriate street trees should be utilized adjacent to street frontage integrating the site into the overall community setting.
4. Side yard and rear service yard use areas should be screened with a combination of a 6 ft. wall and dense landscape buffer. Tubular steel fencing and gates should be used adjacent to interior residential streets to control access points.
5. Accent tree entry planting should be incorporated at the site's vehicular access points.
6. No shrubs higher than 3 ft. and no tree canopy lower than 7 ft. as to allow officers on patrol the ability to view the business.
7. Plants by low-lying windows may have thorns as a deterrent.

Parking Areas

- Where a parking lot contains 10 or more parking spaces and is visible from a street, no less than 10% of the total area (excluding any perimeter landscaping) shall be landscaped. Such landscaping shall not be concentrated in any one location. A minimum of 50% of the plant material shall be canopy or shade trees and shrubs shall be 3 ft. high or less to provide clear visibility.
- All rows of parking spaces shall be provided with landscape islands at each row terminus to protect parked vehicles, ensure visibility, confine moving traffic to drive aisles and driveways, and provide space for landscaping. Within each row of parking spaces, landscape islands shall be placed one for every 10 spaces a single row and one for every 5 spaces double row to prevent more than 10 vehicles from being parked side-by-side in an abutting configuration. These landscape islands shall measure a minimum of 5 ft. in width, exclusive of curbs. Creation of large planting islands (tree groves) are encouraged as opposed to small pockets of individual trees.
- Planter islands for a single row of parking spaces shall be landscaped with at least 1 tree for every 4 spaces and vegetative groundcover or turf. Planter islands for a double row of parking spaces shall contain not less than 2 trees and vegetative groundcover or turf.
- Landscaped areas shall be delineated with a concrete curb which may have curb cuts to facilitate sheet flow runoff from parking lots to infiltrate the landscape planters.
- Parking area landscaping is required for the screening of large parking areas to limit their visual impact.
- When parking is located adjacent to a public street or interior residential street, a combination of landscaped berms and/or planting totaling 3 ft. high is to be used to screen views of parked cars.
- Wherever possible, pedestrian traffic should be separated from vehicular traffic by additional sidewalks. The parking lot should have crosswalks highlighted with decorative or varied texture paving.

7.14.4.2 Landscape and Open Space Design

Landscaping

Landscaping helps to soften the feel of the buildings and parking lot, while enhancing the visual aspect of the site. The following landscaping techniques may be used:

- Provide special landscaping treatment at all project and building entries.
- Provide shade/canopy trees within parking areas.
- Use plants to define outdoor spaces such as along edges, outdoor plazas, or pathways between parking and building entrances.
- Plantings shall provide a continuity of form across the entire project.

Site Accessories

Site accessories, such as recycling bins, bike racks, litter cans, planters, benches and transit shelters, should use materials and have an architectural character consistent with the overall project. These accessories should be graffiti-resistant with materials that are easy to clean and paint.

Connecting Walkways

Walkways within commercial and/or office areas of the Specific Plan shall connect the various buildings to each other and to the sidewalks along adjacent arterials. Use of trellises, landscaping, seating areas and building placement adjacent to one another will encourage pedestrian activity within retail areas. A typical walkway shall be a minimum of 6ft. wide. In large parking lots, pedestrian walkways shall be provided within the median of at least 1 parking aisle for 8 aisles of 20 stalls or more.

Pedestrian walkways that may also be used for emergency access must allow minimum clearance of 26 ft. wide and 14 ft. vertical clearance. Off-site connections shall be provided from the neighborhood center to CenterPark's residential development.

Outdoor Storage Areas

Outdoor storage areas should be incorporated into the design of a project to avoid visual impacts on the site. Outdoor storage areas shall be located away from the street, behind or to the side of buildings. Walls and landscaping shall be used to screen stored materials. Materials placed in front of buildings are not permitted.

Transit Shelters

Transit shelters should be incorporated into the design of neighborhood center. The design of transit related structures shall be integrated architecturally with the project through its color, materials and architectural style. Walkways shall be provided for easy accessibility by pedestrians moving to and from transit stops to the neighborhood center.

Fence and Wall Design

Except for security fencing adjacent to the SCE easements, chain-link fencing, barbed wire, corrugated metal fencing and tennis windscreens are not permitted. Fences and walls should be built with attractive, durable materials, including (but not limited to) wrought iron, textured concrete block, or formed concrete with reveals. Fences or walls should be consistent with architectural style, materials and designs used throughout the CenterPark Specific Plan.

Perimeter walls and fences constructed for commercial and office developments adjacent to residential areas within the Mixed-Used District shall not exceed a maximum height of 6 ft. unless required for noise attenuation or visual screening and approved by the Planning Director.

Walls over 6 ft. tall shall be of enhanced material/finish such as textured block/block patterns, textured or sculpted concrete walls or of similar enhancement.

Along streets of the CenterPark Specific Plan, walls and fences should not exceed 36 inches in height and avoid long expanses of uninterrupted fences and walls. The use of openings, planter boxes, material changes, pilasters or posts are acceptable. Openings shall be provided to connect walkways directly to the street avoiding long, inconvenient walking paths. These pedestrian portals should be announced by pilasters, trellis, special landscaping, or other features.

Lighting

On-site lighting standards shall provide adequate illumination throughout the site during the nighttime hours. Lighting fixtures shall be designed to be compatible with the architectural styles selected for the project. All light standards should have an attractive base and top.

Along pedestrian walks, lighting fixtures should not exceed 12 ft. in height and may include lighting within bollards. Pedestrian lighting shall provide appropriate illumination at a human scale without too much glare. Lighting structures within larger parking lots shall not exceed 25 ft. in height, providing enough visibility for customers and employees to walk safely to their vehicles. The same bulb type shall be used for all parking lot and pedestrian lighting fixtures within the development. Service area lighting should be positioned, so no bulbs can be seen from public view. All street lights within the public right-of-way shall be constructed per City standards and to the satisfaction of the City Engineer.

7.15 COMMUNITY WALLS AND FENCING

7.15.1 Community Walls

Community walls within CenterPark create a cohesive element of the overall landscape character for the Specific Plan area. Community walls shall be consistent with these Design Guidelines and the requirements of the City of Ontario. Community walls shall be a maximum of 6 ft. in height, unless required to be higher for sound attenuation or grading. Maximum exposed retaining walls supporting community walls and/or sound walls shall not exceed 9 ft. in height.

Community walls shall be built with attractive and durable materials. They shall be decorative in nature and incorporate decorative caps and the use of pilasters to help enhance the character of the community. Decorative accent pilasters will be spaced an average of 250 ft. apart along Ontario Ranch Road and Grove Avenue, and every 150 ft. apart along "A" and "B" Streets. Community walls will be incorporated into the landscape treatment. Community walls and fences within CenterPark are illustrated in **Exhibit 7-25, Community Wall and Fence Plan**. Community walls and fences within CenterPark shall conform to the design details in **Exhibit 7-26, Wall and Fence Details**.

7.15.2 Solid Walls and Fencing

All perimeter walls, corner walls, or other wall locations that are visible from public view will be constructed of decorative split-face with pilasters at the entries and wall transitions. The wall color should complement the community detail and other landscape treatments within CenterPark. Interior walls and fencing will harmonize with the perimeter community walls color schemes and will reinforce the architectural character utilized by the builder in each neighborhood. Perimeter walls shall be at a maximum of 6 ft. in height, unless required to be higher for sound attenuation or grading. Maximum exposed retaining walls supporting perimeter walls and/or sound walls shall not exceed 9 ft. in height. Solid walls and fencing shall conform to the design details in **Exhibit 7-26**.

Secondary walls and walls that are not visible from public view shall be of colored precision block. Secondary wall colors should complement the color of the community walls in the public view. Neighborhood block walls at property lines and side yard return walls/fences shall be 6 ft. in height. Where conditions require a retaining wall supporting a secondary wall, the exposed side of the wall shall not exceed 9 ft. in height. Fences may be used as an alternative to secondary walls along interior private side and rear yards and on lateral fencing conditions between the side property line and the building wall. Fences shall be of manufactured white vinyl materials. Other materials are subject to the approval of the City of Ontario.

7.15.3 Open View Fencing

If applicable, open fences may be located in the rear yards of those properties abutting open space areas, parks and other attractive views or vistas. Open view fences shall be designed to be a cohesive landscape design element. View fencing shall be of tubular steel and shall conform to the design details in **Exhibit 7-26**. Areas where open fencing occurs will be subject to approval by the City of Ontario.

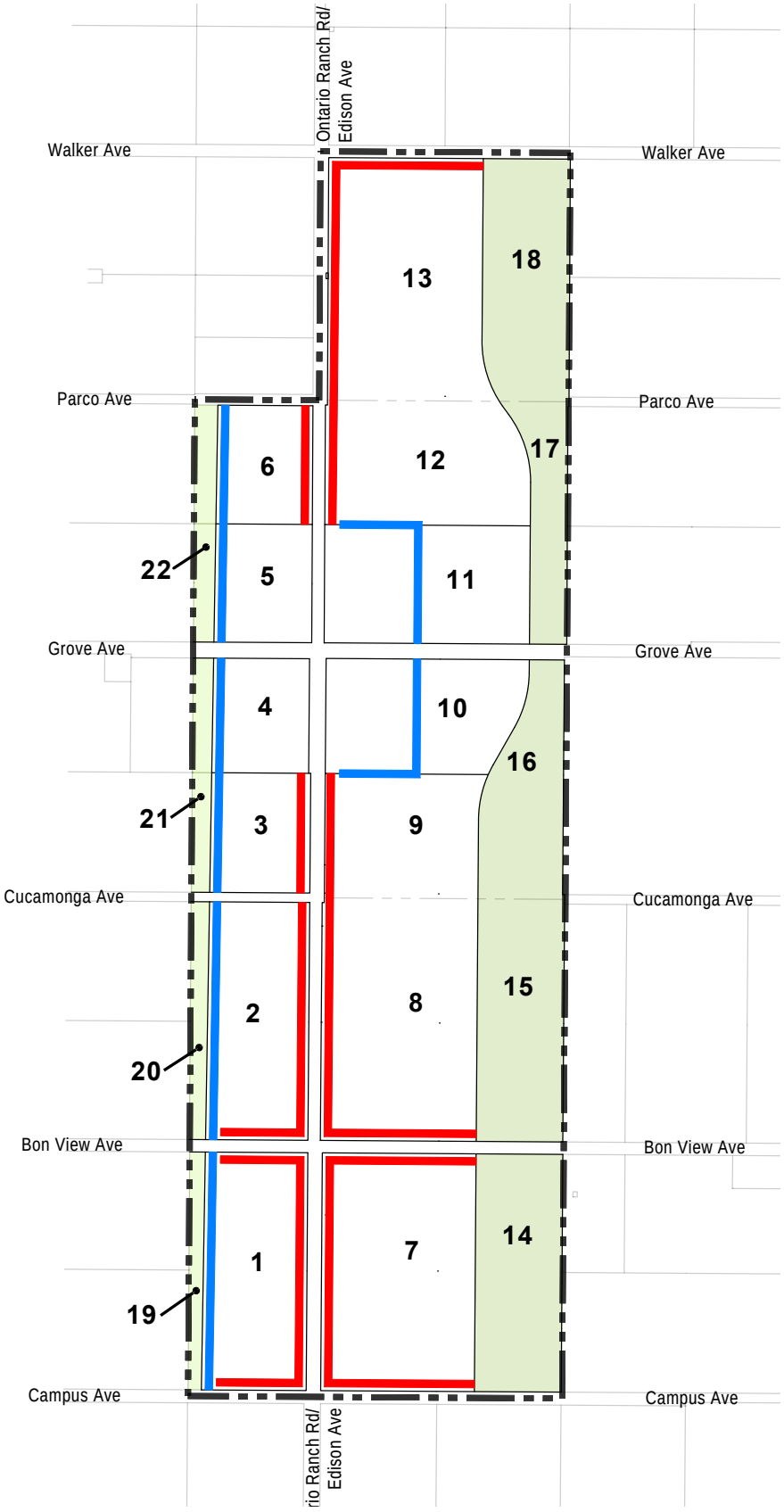
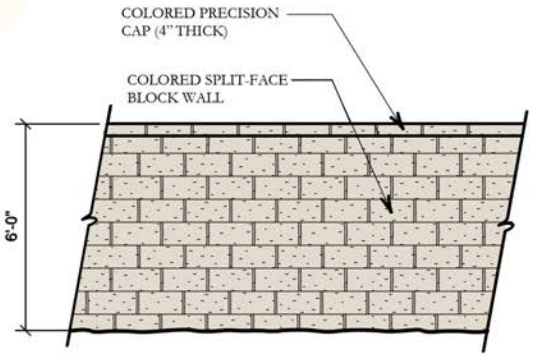
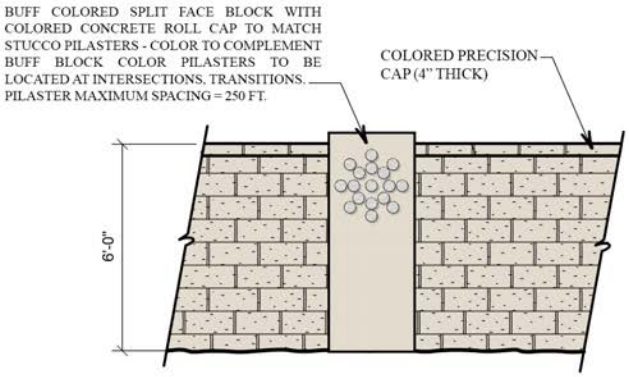


EXHIBIT 7-25 COMMUNITY WALL AND FENCE PLAN



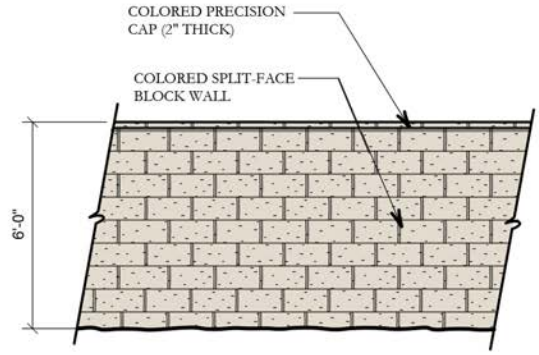
A COMMUNITY THEME WALL

COMMUNITY THEME COLORED SPLIT-FACE BLOCK WALL ALONG PROJECT PERMETER



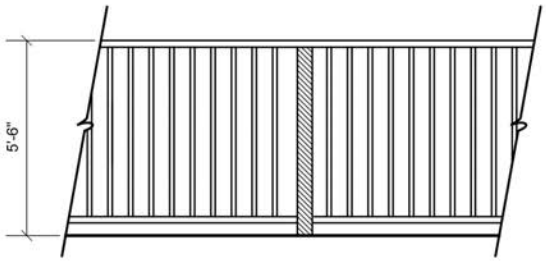
B COMMUNITY THEME WALL AND PILASTER

COMMUNITY THEME WALL WITH STONE VENEERED PILASTER ALONG PROJECT PERIMETER



C NEIGHBORHOOD BLOCK WALL

NEIGHBORHOOD BLOCK WALL IS TYPICALLY USED WHERE PRIVACY IS DESIRED AT SIDE YARD RETURNS AND PROPERTY LINE LOCATIONS. OVERALL WALL HEIGHT SHALL BE 6'-0" FEET.



D TUBULAR STEEL VIEW FENCING

OPEN TUBULAR STEEL FENCING IS TYPICALLY UTILIZED ON MULTI-FAMILY/HIGH DENSITY PROJECTS AROUND THE PERIMETER AND IN REAR YARDS WHERE VIEW PRESERVATION IS DESIRABLE.

EXHIBIT 7-26 WALL AND FENCE DETAILS

NOTE: Walls may exceed six ft. in height and pilasters may exceed six ft. six in. in height only for noise attenuation purposes subject to an Acoustical Study and Planning Department approval.

7.16 OUTDOOR LIGHTING

Lighting standards within CenterPark shall be consistent in style, color and materials to be a cohesive landscape design element. A hierarchy of scale shall be established by using a variety of lighting fixtures and illumination levels based off of lighting design intent. Lighting styles shall tie into architectural styles and provide sufficient illumination for safety within the community.

Preservation of "Night-Sky" should be considered in lighting design layout and fixture selection. The use of "cut-off" or louvered lamps, to preserve ambiance of "Night-Sky", is highly encouraged. Light fixture locations should be designed so that light sources are not visible to pedestrian or vehicular traffic. Frosted, louvered or prismatic lens should be considered where decorative lighting fixtures are visible and part of the aesthetic lighting program.

7.17 COMMUNITY PLANT PALETTE

7.17.1 Plant Matrix

Plant material within CenterPark should be selected from the following list of trees, shrubs, groundcovers, and vines that support the overall landscape theme for the community. Refer to the following selection of plant material, **Tables 7-1A, 7-1B** and **7-1C, Plant Matrix**.

A landscape hierarchy of scale is an important design attribute of the trees included on the Plant Matrix. The trees listed on the matrix have been defined relative to their height and width at maturity and their appropriate use within buffers, common areas and/or parks. This is identified in the comment column of **Tables 7-1A, 7-1B** and **7-1C**. Palm trees with a growth habit and scale that are appropriate for the intended lands use are also identified in the matrix.

Plants that are not on the Community Plant Matrix, but suitable for the area and harmonious with the overall community character for CenterPark, may be allowed subject to approval of the City of Ontario.

7.17.2 Prohibited Plant Material

A list of plant material that is not suitable within CenterPark is included after the Plant Matrix. Plant material on this list include invasive plant material and plants which are not permitted in high fire areas or fuel modification zones. Refer to **Table 7-2, Prohibited Plant List**.

BOTANICAL NAME	COMMON NAME	ONTARIO RANCH ROAD AVENUE (PER TOP STREETSCAPE MASTER PLAN)	GROVE AVENUE (PER TOP STREETSCAPE MASTER PLAN)	CAMPUS AVENUE (PER TOP STREETSCAPE MASTER PLAN)	WALKER AVENUE (PER TOP STREETSCAPE MASTER PLAN)	BON VIEW AVENUE	PARCO AVENUE / COMET AVENUE	CUCAMONGA AVENUE	GRAND PARK AVENUE	PUBLIC/LOCAL NEIGHBORHOOD STREETS	COMMUNITY ENTRIES AND MONUMENTATION	MIXED USE MONUMENTATION	GRAND PARK MONUMENTATION	NEIGHBORHOOD PARKS	LOCAL PARKS
TREES															
Ceiba speciosa	Silk Floss Tree								●				●	●	
Celtis sinensis	Chinese Hackberry			●										●	●
Cercis occidentalis	Western Redbud		●						●		●	●	●	●	●
Chitalpa tashkentensis 'Pink Dawn'	Pink Dawn Chitalpa									●	●	●	●	●	●
Fraxinus oxycarpa 'Raywood'	Raywood Ash										●			●	●
Gingko biloba (Male only)	Maidenhair Tree								●				●	●	
Handroanthus impetiginosus	Pink Trumpet Tree								●				●	●	●
Jacaranda mimosifolia	Jacaranda													●	
Juglans californica	California Black Walnut												●	●	●
Koelreuteria bipinnata	Chinese Flame Tree				●									●	●
Koelreuteria paniculata	Goldenrain Tree											●		●	●
Lagerstroemia indica 'Natchez'	White Crape Myrtle	●													
Lagerstroemia x 'Muskogee'	Muskogee Crape Myrtle									●					
Pinus eldarica	Afghan Pine	●	●						●				●	●	●
Pistacia chinensis	Chinese Pistache					●								●	●
Platanus acerifolia 'Bloodgood'	London Plane Tree		●						●					●	●
Platanus racemosa	California Sycamore													●	●
Podocarpus spp.		●												●	●
Quercus agrifolia	Coast Live Oak					●					●	●	●	●	●
Schinus molle	California Pepper Tree										●				
Tabebuia chrysotricha	Golden Trumpet Tree			●										●	●
Tristaniopsis laurina	Water Gum				●		●	●						●	●
Ulmus parvifolia 'Drake'	Drake Elm			●										●	●
PALMS															
Archontophoenix cunninghamiana	King Palm										●			●	●
Brahea armata	Mexican Blue Palm										●			●	●
Brahea brandegeei	San Jose Hesper Palm										●			●	●
Brahea edulis	Guadalupe Palm										●			●	●
Cycas revoluta	Sago Palm										●			●	●
Dypsis decaryi	Triangle Palm										●			●	●
Howea forsteriana	Kentia Palm										●			●	●
Jubaea chilensis	Chilean Wine Palm										●			●	●
Phoenix reclinata	Senegal Date Palm										●			●	●
Phoenix roebelenii	Pygmy Date Palm										●			●	●
Rhapis excelsa	Bamboo Palm										●			●	●
Rhopalostylis baueri	Norfolk Island palm										●			●	●
Syagrus romanzoffiana	Queen Palm										●			●	●
Trachycarpus fortunei	Windmill Palm										●			●	●
Washingtonia filifera	California Fan Palm										●			●	●
Wodyetia bifurcata	Foxtail Palm										●			●	●

TABLE 7-1A PLANT MATRIX - TREES

BOTANICAL NAME	COMMON NAME	ONTARIO RANCH ROAD AVENUE (PER TOP STREETSCAPE MASTER PLAN)	GROVE AVENUE (PER TOP STREETSCAPE MASTER PLAN)	CAMPUS AVENUE (PER TOP STREETSCAPE MASTER PLAN)	WALKER AVENUE (PER TOP STREETSCAPE MASTER PLAN)	BON VIEW AVENUE	PARCO AVENUE / COMET AVENUE	CUCAMONGA AVENUE	GRAND PARK AVENUE	PUBLIC/LOCAL NEIGHBORHOOD STREETS	COMMUNITY ENTRIES AND MONUMENTATION	MIXED USE MONUMENTATION	GRAND PARK MONUMENTATION	NEIGHBORHOOD PARKS	LOCAL PARKS
SHRUBS															
Anigozanthus spp. and hybrids	Kangaroo Paw										•	•	•	•	•
Baccharis 'Centennial'	Coyote Bush													•	•
Buxus spp.	Boxwood										•	•	•	•	•
Buxus microphylla	Japanese Boxwood										•	•	•	•	•
Carissa spp.	Natal Plum										•	•	•	•	•
Ceanothus spp.	California Wild Lilac										•	•	•	•	•
Convolvulus cneorum	Bush Morning Glory										•	•	•		
Coprosma repens	Mirror Plant										•	•	•	•	•
Cotoneaster lacteus	Cotoneaster			•											
Dodonaea viscosa 'Purpurea'	Purple Hopseed Bush													•	•
Elaeagnus pungens	Silverberry				•										
Hemerocallis hybrids	Daylily										•	•	•		
Ilex aquifolium	English Holly													•	•
Ilex cornuta 'Burfordii'	Burford Holly													•	•
Ilex vomitoria	Yaupon													•	•
Ilex vomitoria 'Nana'	Dwarf Yaupon													•	•
Kniphopia hybrids	Red-Hot Poker										•	•	•		
Laurus nobilis	Sweet Bay													•	•
Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye Grass													•	•
Muhlenbergia capillaris 'Regal Mist'	Pink Muhly		•								•	•	•	•	•
Muhlenbergia rigens	Deer Grass										•	•	•	•	•
Myrtus communis	Myrtle													•	•
Myrtus communis 'Compacta'	Dwarf Myrtle								•					•	•
Nandina domestica	Heavenly Bamboo													•	•
Nandina domestica 'Compacta'											•	•	•	•	•
Photinia x fraseri	Photinia										•	•	•	•	•
Pittosporum tenuifolium 'Silver Sheen'	Silver Sheen Kohuhu													•	•
Pittosporum tobira 'Variegata'														•	•
Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Pittosporum						•	•	•	•	•	•	•	•	•
Podocarpus spp.											•	•	•	•	•
Prunus caroliniana	Carolina Laurel Cherry		•											•	•
Prunus caroliniana 'Bright & Tight'														•	•
Prunus caroliniana 'Compacta'														•	•
Prunus ilicifolia	Hollyleaf Cherry													•	•
Rhamnus californica	Coffeeberry													•	•
Rhamnus 'Eve Case'	Coffeeberry													•	•
Rhaphiolepis 'Majestic Beauty'	Indian Hawthorne					•					•	•	•	•	•
Rhus integrifolia	Lemonade Berry													•	•
Rhus ovata	Sugar Bush													•	•
Rosa 'Pink Iceberg'	Pink Iceberg Rose	•													
Rosmarinus officinalis and hybrids	Rosemary													•	•
Rosmarinus 'Tuscan Blue'							•	•	•	•	•	•	•	•	•
Salvia spp.	Sage										•	•	•	•	•
Viburnum tinus 'Spring Bouquet'	Spring Boquet Laurustinus	•													
Westringia fruticosa	Coast Rosemary										•	•	•	•	•
Westringia 'Wynabbie Gem'	Hybrid Australian Rosemary										•	•	•	•	•
Xylosma congestum 'Compacta'	Compact Xylosma													•	•

TABLE 7-1B PLANT MATRIX - SHRUBS

BOTANICAL NAME	COMMON NAME	ONTARIO RANCH ROAD AVENUE (PER TOP STREETSCAPE MASTER PLAN)	GROVE AVENUE (PER TOP STREETSCAPE MASTER PLAN)	CAMPUS AVENUE (PER TOP STREETSCAPE MASTER PLAN)	WALKER AVENUE (PER TOP STREETSCAPE MASTER PLAN)	BON VIEW AVENUE	PARCO AVENUE / COMET AVENUE	CUCAMONGA AVENUE	GRAND PARK AVENUE	PUBLIC/LOCAL NEIGHBORHOOD STREETS	COMMUNITY ENTRIES AND MONUMENTATION	MIXED USE MONUMENTATION	GRAND PARK MONUMENTATION	NEIGHBORHOOD PARKS	LOCAL PARKS
GROUNDCOVERS															
Achillea spp.	Yarrow								•		•	•	•	•	•
Agrostis pallens	San Diego Bent Grass													•	•
Anigozanthos spp. and hybrids	Kangaroo Paws										•	•	•	•	•
Armeria maritime	Pink Thrift										•	•	•	•	•
Baccharis pilularis 'Twin Peaks'	Dwarf Coyote Brush					•					•	•	•	•	•
Bulbine frutescens	Bulbine													•	•
Carex pansa	California Meadow Sedge													•	•
Ceanothus griseus"horizontalis"	Carmel Ceanothus								•	•	•	•	•	•	•
Festuca mairei	Atlas Fescue													•	•
Fragaria chiloensis	Beach Strawberry													•	•
Gaura lindheimeri 'Siskiyou Pink'											•	•	•	•	•
Gazania hybrid 'Mitsuwa'	Mitsuwa Clumping Gazania													•	•
Lonicera japonica	Japanese Honeysuckle			•											
Nandina domestica 'Nana'									•		•	•	•	•	•
Rosmarinus officinalis 'Ken Taylor'														•	•
Rosmarinus officinalis 'Prostratus'	Dwarf Rosemary										•	•	•	•	•
Salvia spp.	Sage						•	•	•	•	•	•	•	•	•
Sesleria autumnalis	Autumn Moor Grass				•						•	•	•	•	•
Thymus spp.	Creeping Thyme						•	•	•	•	•	•	•	•	•
Trachelospermum jasminoides	Star Jasmine													•	•
VINES/ESPALIER															
Hardenbergia violacea	Lilac Vine													•	•
Lonicera spp.	Honeysuckle													•	•
Rosa spp.	Climbing Rose													•	•
Trachelospermum jasminoides	Star Jasmine													•	•

TABLE 7-1C PLANT MATRIX - GROUNDCOVERS AND VINES/ESPALIER

BOTANICAL NAME	COMMON NAME
PROHIBITED PLANT LIST	
Ailanthus altissima	Tree-of-Heaven
Arundo donax	Giant Reed
Elaeagnus angustifolia	Russian Olive
Carpobrotus edulis	Iceplant
Cortaderia jubata	Purple Pampas Grass
Cortaderia selloana	Pampas Grass
Hedera helix	English Ivy
Nerium spp.	Oleander
Romulea rosea	Onion Grass
Sesbania punicea	Red sesbania
Vinca major	Big Periwinkle
Washingtonia robusta	Mexican Fan Palm

TABLE 7-2 PROHIBITED PLANT LIST

SECTION 8: IMPLEMENTATION

The City of Ontario will adopt the CenterPark Specific Plan by ordinance. Following approval by the City, the CenterPark Specific Plan will serve as the implementation tool for the General Plan as well as the zoning for the Specific Plan area. Concurrently with the adoption of the Specific Plan, the City of Ontario will approve tentative tract maps establishing legal residential lots within the CenterPark Specific Plan area.

8.1 METHODS AND INTERPRETATION

Development within the CenterPark Specific Plan shall be implemented through the City approval of tentative and final tract maps and through the Development Plan Review process as established in the City of Ontario Development Code. The implementation process described herein provides the mechanisms for review and approval of development projects within CenterPark.

8.2 APPLICABILITY

All development proposals within the CenterPark Specific Plan shall be subject to the implementation procedures established herein. Whenever the provisions and development standards contained herein conflict with those contained in the City of Ontario Development Code, the provisions of the Specific Plan shall take precedence. In instances where the Specific Plan is silent, the City of Ontario Development Code shall prevail.

8.3 INTERPRETATION

Unless otherwise provided, any ambiguity concerning the content or application of the CenterPark Specific Plan shall be resolved by the City of Ontario Planning Director, or designee, in a manner consistent with the goals, policies, purpose and intent established in this Specific Plan.

8.4 SEVERABILITY

If any portion of these regulations is declared to be invalid or ineffective in whole or in part, such decision shall not affect the validity of the remaining portions thereof. The legislative body hereby declares that they would have enacted these regulations and each portion thereof irrespective of the fact that any one or more portions be declared invalid or ineffective.

8.5 IMPLEMENTATION OF DESIGN GUIDELINES

Adoption of the CenterPark Specific Plan by the City includes adoption of the Design Guidelines contained herein, which shall be the design criteria by which development within the Specific Plan shall be reviewed during Development Plan Review. The Design Guidelines are intended to be flexible in nature while establishing basic evaluation criteria for development projects as part of Development Plan Review. Any major deviation from the Design Guidelines shall require approval by the Planning Commission. The determination of a major deviation from the Design Guidelines shall be made by the Planning Director.

8.6 DEVELOPMENT REVIEW PROCESS

8.6.1 Subdivision Maps

Approval of tentative subdivision maps may occur concurrently with the adoption of the CenterPark Specific Plan. All tentative and final subdivision maps shall be reviewed and approved pursuant to applicable provisions of the City of Ontario Subdivision Ordinance and consistent with the applicable provisions of the Land Use Plan, Infrastructure, Design Guidelines, and Development Regulations adopted as part of the Specific Plan.

8.6.2 Development Plan

All development projects within CenterPark shall be subject to the Development Plan Review process as established in the City's Development Code. Pursuant to these provisions, Development Plan Review constitutes a design review of project architecture, site plans and landscape plans. Adoption of the CenterPark Specific Plan by the City includes adoption of the Design Guidelines contained within the Specific Plan, which provide direction for the design of development projects within CenterPark. Where the Specific Plan development regulations and Design Guidelines are silent, the applicable development regulations and Design Guidelines contained within the City's Development Code shall apply. The Design Guidelines are intended to be flexible in nature while establishing basic evaluation criteria for the review of development projects by the City. All development project applications shall include a landscape and irrigation plan describing plant materials and their growth habits, plant size and spacing, methods of irrigation and landscaping maintenance, as well as site plans, architectural elevations, floor plans, grading plans and other requirements as specified by the City.

8.6.3 Development Agreement

Approval of a statutory development agreement, authorized pursuant to California Government Code Sections 65864 et seq., City approval of individual statutory Development Agreements with each property owner may be included as part of the Specific Plan approval process and must be secured prior to approval of the first Final Map. The development agreement shall include, but not be limited to, methods for financing, acquisition, and construction of infrastructure, acquisition and development of adequate levels of parkland and schools and the provision of adequate housing opportunities for various segments of the community consistent with the regional housing needs identified for the City. All CenterPark development agreements shall be fully executed prior to the issuance of the first building permits for the project.

8.7 TRANSFER OF RESIDENTIAL UNITS

The CenterPark Specific Plan allocates a maximum number of dwelling units to each residential Planning Area as indicated in the **Table 1-1, Land Use Plan Summary** of the Specific Plan. Variations in the number and type of dwelling units may occur at the time of the tentative tract map approval of a Planning Area and subject to approval by the City and agreement by the affected property owners/developers, depending upon the residential product identified for development. Allocation of residential dwelling units within the Planning Areas of the Specific Plan is permitted, provided the variation does not increase the total number of residential dwelling units established for each Planning Area by more than 15% and that the maximum residential dwelling unit count established in the CenterPark Specific Plan is not exceeded.

The total number of residential dwelling units developed within each Planning Area may be exceeded by up to 15% of the maximum number of dwelling units established for the Planning Area pursuant to the provisions of Section 8.7 of the CenterPark Specific Plan, "Transfer of Residential Dwelling Units," provided the total number of dwelling units developed within the Specific Plan area does not exceed 4,293.

8.8 SPECIFIC PLAN MODIFICATIONS AND AMENDMENTS

8.8.1 Minor Modifications

The following constitute minor modifications to the Specific Plan, not requiring a Specific Plan Amendment and are subject to review and approval by the Planning Director. The Planning Director shall have the discretion to refer any such request for modification to the Planning Commission or the City Council.

- Change in utility and/or public service provider.
- Collector roadway alignment when the change results in a centerline shift of less than 250 ft..
- An increase of up to 15% in the number of units established for an individual Planning Area subject to approval of the Planning Director and agreement of the property owner, provided the total number of units for the entire Specific Plan area does not exceed that number established in the Specific Plan.
- Adjustment of a Planning Area boundary or acreage designated for a Planning Area, provided the total acreage of the affected Planning Area does not increase by more than 15%.
- Minor changes to landscape materials, wall materials, wall alignment, entry design and streetscape design which are consistent with the conceptual design set forth in the Design Guidelines contained within the Specific Plan.
- Minor changes to the Design Guidelines, which are intended to be conceptual in nature, and are intended to be flexible in implementation including architectural style and detail changes, subject to the approval of the Planning Director.
- Minor changes of up to 10% of any quantifiable development standard or design guideline, subject to approval of the Planning Director.
- Other modifications of a similar nature to those listed above are deemed minor by the Planning Director and are in conformance with the Policy Plan.

8.8.2 Specific Plan Amendments

Amendments to the CenterPark Specific Plan may be requested by the applicant or the City pursuant to Section 65453(a) of the Government Code. Amendments shall be processed pursuant to the provisions of the Government Code for Specific Plan Amendments. In the event the proposed amendment requires supplemental environmental analysis pursuant to the California Environmental Quality Act (CEQA), the applicant(s) are responsible for preparing the necessary CEQA documentation.

8.9 VARIANCES

Variances and Administrative Exceptions to the development regulations contained in the CenterPark Specific Plan with respect to landscaping, screening, site area, site dimensions, yards and projects into yards, heights of structures, distances between buildings, open space and off-street parking and loading shall be reviewed pursuant of the City of Ontario Development Code.

8.10 CONDITIONAL USE PERMITS

Uses specified as Conditionally Permitted Uses within *Section 6, Development Regulations*, of the Specific Plan shall be reviewed and approved by the City pursuant to the requirements of *Article 9, Conditional Use Permits*.

8.11 COMPLIANCE WITH MITIGATION MONITORING PLAN

Certification of an Environmental Impact Report (EIR) shall be required prior to approval of the CenterPark Specific Plan. Development within the project site shall comply with all approved mitigation measures as described in the Mitigation Monitoring Program included as part of the EIR.

8.12 PROJECT PHASING

Phasing of development within the CenterPark Specific Plan shall meet the following objectives (See **Exhibit 8-1, Phasing Plan**) :

- Orderly build-out of the community based upon market and economic conditions.
- Provision of adequate infrastructure and public facilities as determined and deemed necessary by the City Engineer concurrent with development of each phase.
- Protection of public health, safety and welfare.

8.12.1 Mixed-Use Development

The phasing of commercial development areas shall be determined through the approval of tentative and final tract maps and development permits for Planning Area 1. Appropriate levels of infrastructure and community facilities shall be subject to the review and approval of the City Engineer and shall be installed and available to serve the commercial development as it occurs.

8.12.2 Residential Development

The phasing of residential development areas shall be determined through the approval of tentative and final tract maps and development permits for each Planning Area as developed. Appropriate levels of infrastructure and community facilities shall be subject to the review and approval of the City Engineer and shall be installed and available to serve each subsequent phase of residential development as it occurs.

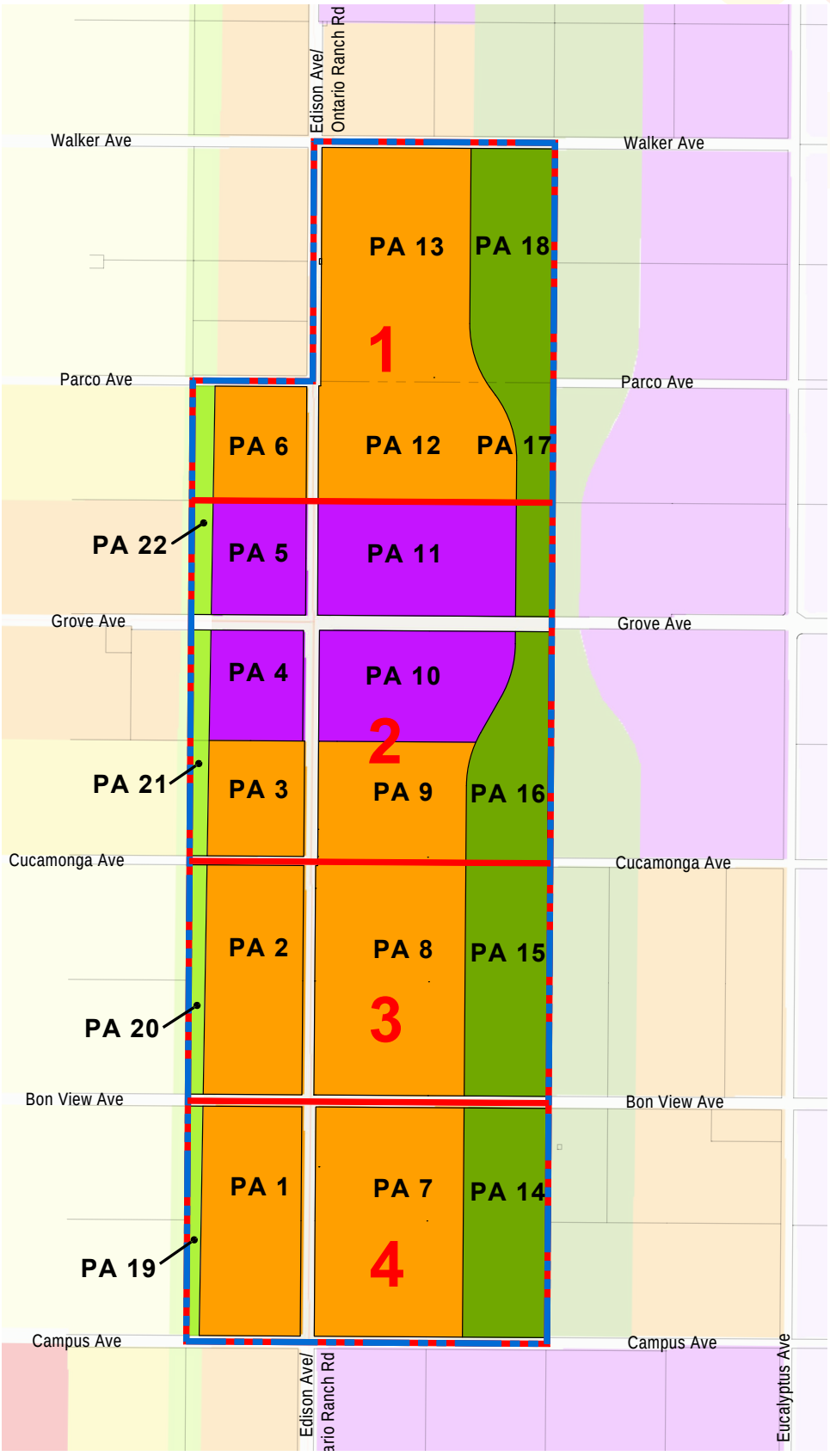


EXHIBIT 8-1 PHASING PLAN

8.12.3 Infrastructure

Backbone infrastructure within CenterPark shall be installed by the developer in accordance with the City's adopted Master Plan or approved by the City Engineer. Infill service mains shall be constructed in phases as development proceeds and as conditioned by the City Engineer's office to support individual phases of development, which may require installation of off-site infrastructure improvements beyond a given phase boundary.

Grading and installation of infrastructure to serve CenterPark is anticipated to be phased. Project required infrastructure will be extended from the east to the west in a timely manner to serve the CenterPark Specific Plan area and the surrounding future development. Mass grading on the site will be completed in at least 4 phases, following the extension of infrastructure from east to west. Final grading and on-site development of each phased neighborhood will be completed in multiple phasing.

Following completion of grading and infrastructure installation, the construction models for each product type within each neighborhood shall be permitted pursuant to the approval of a temporary conditional use permit. Phase I may include installation of infrastructure adequate to serve all Planning Areas.

8.12.4 Public Regional Park

The CenterPark Specific Plan area includes approximately 56 acres designated as part of the City's Grand Park, a planned regional park that extends from Haven Avenue to Campus Avenue within the Ontario Ranch. Improvements within the Grand Park will be installed in phases concurrent with the development of the adjacent Mixed Use and Residential planning areas.

8.12.5 Private Parks

In the event the City determines that the construction of private parks are required within any particular Planning Area, the timing for completion of each private park shall be determined as part of the City's approval of tentative maps or development plans. Facilities shall be constructed and services made available in a timely manner as development progresses.

8.12.6 Community Facilities and Services

The timing for installation of community facilities and payment of impact fees for public improvements and services for the CenterPark Specific Plan shall be determined as part of the City's approval of tentative tract maps in accordance with the provisions of the existing City development impact fee ordinances. Community facilities such as bike trails shall be constructed in conjunction with construction of the public street improvements.

8.13 APPEALS

Appeals from any determination of the City Planning Director, Zoning Administrator or the Planning Commission may be made by the applicant or any other aggrieved party by filing an application on forms provided by the City of Ontario and accompanied by the appropriate filing fee, where applicable, within ten (10) days following the final date of action for which an appeal is made. Appeals shall be processed consistent with the provisions of Article 5, "Appeals" of the City of Ontario Development Code.

8.14 PROJECT FINANCING

The financing of construction, operation and maintenance of public improvements, facilities (the "facilities") and public services shall include funding through a combination of financing mechanisms. Final determination of the facilities to be constructed and to maintenance responsibilities, whether publicly or privately maintained, shall be made prior to recordation of final maps. In order for the project to be fiscally self-sufficient, the following, but not limited to, financing options can be considered for implementation:

8.14.1 Facilities and Services

Private capital investment for the construction of facilities. Community Facilities District (CFD) established pursuant to the Mello-Roos Community Facilities District Act of 1982, or other special district, to provide funding for the construction of a variety of public facilities and the provision of public services.

8.14.2 Operation and Maintenance

- By individual private property owner.
- By private Homeowners Association.
- By Community Facilities District (CFD) established pursuant to the Mello-Roos Community Facilities District Act of 1982, or other special district. City Council approval is a prerequisite for the implementation of any and all special district-financing mechanisms. The use of the Mello-Roos Community Facilities District Act of 1982 (the "Act") to finance public facilities and services shall be at the City's sole discretion. Moreover, the use of the Act shall be consistent with the City's adopted goals and policies concerning the use of the Act.

8.15 MAINTENANCE RESPONSIBILITIES

The public and private improvements constructed within CenterPark shall be maintained through a combination of public and private entities as shown in the following **Table 8-1, Maintenance Responsibilities** and described below:

8.15.1 Public Maintenance

- All Master Plan streets and sidewalks serving residential Planning Areas shall be dedicated as public streets to the City of Ontario.
- Landscape improvements within the public right-of-way of Master Plan streets, neighborhood edges, community and neighborhood entries and public street lights within CenterPark shall be maintained through a CFD or other special maintenance district established by the City.
- All public on-site water, sewer and storm drains within the public streets or easements dedicated to the City shall be constructed by the developer and, upon acceptance, shall be maintained by the City.

	City/ CFD	HOA	Homeowner	Public Utility
Master Plan Roadways (Ontario Ranch Road, Grove Avenue, Walker Avenue, Campus Avenue and Bon View Avenue)	•			
Public Streets (curb-to-curb for primary entry streets, secondary entry streets and neighborhood streets)	•			
Parkways of Master Plan Roadways and Neighborhood Edges (curb to perimeter walls, including landscape, sidewalks and street lights)	•			
Private Streets (landscaping and sidewalks)		•		
Landscape Lettered Lots at corner conditions along Neighborhood Streets		•		
Traffic Signals and Public Street Lights (in the public right-of-way)	•			
Private Street Lights (not in the public right-of-way)		•		
Public Traffic Control Signs (in the public right-of-way)	•			
Private Traffic Control Signs (not in the public right-of-way)		•		
On-site Private Water, Sewer, and Storm Drain Improvements (improvements that are: private, lines behind meters and/or DCDAs, not within public streets, not within public utility easements, or not meeting public improvement design criteria)		•	•	
Off-site and On-site Public Water, Sewer, and Storm Drain Improvements	•			
Pocket Parks		•		
Private Recreation Areas		•		
Front Yard and Corner Side yard Landscaping (2)		•		
Community Theme Wall on Master Planned Roadways (outside face for graffiti removal and paint)	•			
Community Theme Wall on Master Planned Roadways: Surface (interior) opposite streetside (structural integrity and face repair)		•		
Private Interior Yard Walls		•	•	
Alley Landscaping and Lighting		•		
Police and Fire	•			
Electricity and Natural Gas				•
Communication Systems				•
Fiber Optic Infrastructure (3)	•			
NPDES Facilities (on-site) W.Q.M.P.		•		
NPDES Regional Facilities	•			

(1) Only those facilities in public streets and those in private streets within public utility easements that meet public improvement design criteria.

(2) "Corner Side Yard Landscaping" is the area between the fence and sidewalk on corner lot conditions.

(3) The City is only responsible for OntarioNet fiber lines. Any other infrastructure would be privately maintained (Spectrum, Frontier, etc.).

TABLE 8-1 MAINTENANCE RESPONSIBILITIES

- Off-site infrastructure improvements such as water, sewer and storm drain facilities shall be maintained by the City upon acceptance. All permanent on-site water quality basins or other storm water retention/ bio-treatment facilities developed within CenterPark shall be maintained by the City/CFD in accordance with **Table 8-1**.

8.15.2 Homeowners Association

A Homeowners Association shall be established for the maintenance of common area landscape improvements and any private roadways within residential areas of CenterPark. Improvements to be maintained by the Homeowners Association include:

- Designated private drives, alleys and adjacent landscaping.
- Designated private streets and landscaping. During the course of maintenance of public utilities within public streets, private streets, private drive aisles or alleys, the City will restore the streets to City standards for trench backfill, pavement repair and hardscape or landscape, as applicable. Restoration of any enhancements above and beyond City standards, including but not limited to architectural paving, hardscape and landscape enhancements shall be the responsibility of the HOA or other entity maintaining those enhancements.
- Parkways of interior neighborhood streets including sidewalks, landscaping and street lights as well as common areas distinct to individual residential types and neighborhoods.
- Maintenance of interior neighborhood streets landscaping and associated architectural monument elements are required to restore these areas to their condition as originally installed.
- Internal slopes fronting streets and slope areas in the rear of homes.
- All internal open spaces, parks and common areas including any pools and/or tot lots.
- NPDES facilities within private streets and common areas.
- Homeowners Association to maintain shared private utilities.

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SECTION 9: GENERAL PLAN CONSISTENCY

California Government Code (Title 7, Division 1, Chapter 3, Article 8, Section 65450-65457) permits the adoption and administration of specific plans as an implementation tool for elements contained in the local general plan. Specific Plans must demonstrate consistency in regulations, guidelines and programs with the goals and policies set forth in the general plan. The CenterPark Specific Plan has been prepared in conformance with the goals and policies of the City of the Ontario Plan (Policy Plan). The Policy Plan analysis in **Table 9-1, Policy Plan Consistency** describes the manner in which the CenterPark Specific Plan complies with The Ontario Plan (TOP) policies applicable to the project.

The TOP policies listed in this section reflect the policies in the place and at the time the CenterPark was adopted and may not reflect policy/update changes beyond the date of the Specific Plan adoption.

TABLE 9-1 POLICY PLAN CONSISTENCY

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
LAND USE ELEMENT	
GOAL LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.	
LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identify, maximize available and planned infrastructure, and foster the development of transit and support the expansion of the active and multimodal transportation networks throughout the City.	The Specific Plan outlines a pedestrian sidewalk and multi-use trail network connecting neighborhoods to open space and adjacent future commercial land uses.
LU1-2 Sustainable Community Strategy. We integrate state, regional and local Sustainable Community/ Smart Growth principles into the development and entitlement process.	Sustainable Community/Smart Growth principles are incorporated into the CenterPark Land Use Plan. Pedestrian sidewalks and bicycle paths to be constructed as part of the project throughout the community provide connectivity among residential planning areas, parks and Commercial area to help reduce vehicle trips and miles traveled. The design of residential areas incorporates tree-lined parkways providing shade for pedestrians and parked cars. Safe and efficient pedestrian and bicycle connectivity is provided throughout the project. The CenterPark architectural Design Guidelines allow for a variety of architectural styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a plant palette of drought tolerant materials and requirements that the development implement planting and irrigation systems designed to conserve water. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
LU1-3 Adequate Capacity. We require adequate infrastructure and services for all development.	The CenterPark Specific Plan establishes an infrastructure and public facilities plan to ensure that adequate roadways and public utilities including sewer, water and drainage facilities along with parks and other public facilities are provided to serve the project.
LU1-4 Multimodal Mobility. We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on active transportation, transit, electric vehicles and multi-modal transportation opportunities.	The CenterPark Specific Plan requires the construction of Class 1 Bike Paths which are an integral element to creating accessibility and mobility within CenterPark. The Specific Plan requires locations and construction of bus turnouts that may be required within the project to be coordinated with and constructed to the satisfaction of the City of Ontario and Omnitrans.
LU1-6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.	CenterPark provides for development of up to 4,293 residential dwelling units in a variety of residential single-family attached and detached housing types, where possible, focused on open space amenities.
GOAL LU2: Compatibility between a wide range of uses and resultant urban patterns and forms.	
LU2-6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.	Arterial streets within CenterPark (if any) will be uniformly landscaped in an aesthetically pleasing manner with landscaped parkways on each side of the street and landscaped medians in main arterial streets of interest. A planting buffer varying in width from 30-50 ft. in width will be provided adjacent to sidewalks within the project adjacent to all arterial roadways. Decorative project monuments will be constructed at key project entries providing community identification and establishing a sense of arrival and a welcoming feeling for the community.
LU2-9 Methane Gas Sites. We require sensitive land uses and new uses on former dairy farms or other methane-producing sites be designed to minimize health risks.	The project will comply with appropriate mitigation measures identified in the project EIR for soil remediation and proper venting to address the potential existence of methane gases within the project.
GOAL LU4: Development that provides short term value only when the opportunity to achieve our Vision can be preserved.	
LU4-3 Infrastructure Timing. We require that the necessary infrastructure and services be in place prior to or concurrently with development.	Approval of the CenterPark Specific Plan is accompanied by the approval of development agreements. The development agreements shall include, but not be limited to, methods for financing, acquisition and construction of infrastructure, acquisition and development of adequate levels of parkland, as well as the provision of adequate housing opportunities for various segments of the community consistent with the City's regional housing needs assessment. A CenterPark development agreement shall be fully approved before the issuance of a building permit for the project.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL LU5: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.	
LU5-2 Airport Planning Consistency. We coordinate with airport authorities to ensure The Ontario Plan is consistent with state law, federal regulations and/or adopted master plans and airport land use compatibility plans for the ONT and Chino Airport	The Specific Plan will comply with the ALUCP requirements for Ontario Airport (ONT) and Chino Airport as outlined in the CenterPark Specific Plan Section 2.8.
LU5-7 ALUCP Consistency and Land Use Regulations. We comply with state law that requires general plans, specific plans and all new development be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.	The Specific Plan will comply with the ALUCP requirements for Ontario Airport (ONT) and Chino Airport as outlined in CenterPark Specific Plan Section 2.8.

COMMUNITY DESIGN ELEMENT

GOAL CD1: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.	
CD1-2 Place Types. We establish Place Types in urban, mixed-use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms and placemaking priorities.	The Specific Plan includes Design Guidelines to guide the physical character of all future residential development and all community and neighborhood features, including the overall landscape treatment within the project. The proposed community character establishes a unified aesthetic treatment and design theme. The community vision for CenterPark is based upon the architectural and landscape influences found in Ontario, and throughout Southern California. The architectural styles and landscape concept chosen for the community have been selected in order to be reflective of older neighborhoods of historic Ontario as well as to accommodate innovative transitional influences. Together, the architectural styles and landscape concept are designed to create a neighborhood character for CenterPark that will be sustainable over time.
CD1-5 View Corridors. We require all major north-south streets be designed and redeveloped to feature views of the San Gabriel Mountains, which are part of the City's visual identity and a key to geographic orientation. Such views should be free of visual clutter, including billboards, and may be enhanced by framing with trees.	The major north-south streets in CenterPark are designed to frame the views of the San Gabriel Mountains. The Specific Plan requires the construction of extensive landscaping on both sides of each street and in the median when appropriate. All new utility lines will be placed underground.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL CD2: A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks and streetscapes that are attractive, safe, functional, human-scale and distinct.	
CD2-1 Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through: • Building volume, massing and height to provide context-appropriate scale and proportion; • A true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and • Exterior building materials that are articulated, high quality, durable and appropriate for the architectural style.	The Specific Plan includes Design Guidelines to guide the construction of the project by requiring building massing to address the street and the pedestrian experience, the use of selected architectural styles to be implemented in a comprehensive manner throughout each neighborhood around all building elevations and the use of building materials and architectural features and elements which are true to each selected style.
CD2-2 Neighborhood Design. We create distinct residential neighborhoods that promote a sense of community and identity by emphasizing access, connectivity, livability and social interaction through such elements as: • A pattern of smaller, walkable blocks that promote activity, safety and access to nearby amenities and services; • Varied parcel sizes and lot configurations to accommodate a diversity of housing types; • Traffic calming measures to slow traffic and promote walkability while maintaining acceptable traffic flows and emergency evacuation access; • Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate; and • Landscaped parkways, with sidewalks separated from the curb and designed to maximize safety, comfort and aesthetics for all users.	The CenterPark Specific Plan is designed as a walkable community of traditional residential neighborhoods organized around a simple grid street system offering a variety of home types within an open space setting. Residents can walk or bike to parks via an interconnected network of sidewalks and trails throughout the community. Traditional site planning elements, varied residential product design and architecture, well landscaped streets and enhanced entries combine to create welcoming neighborhoods within the community with aesthetic and functional harmony. Streets are linked together in a grid pattern with sidewalks separated from the street by landscaped parkways providing a simple and understandable system for pedestrian and vehicular travel connecting neighborhoods, open space amenities, public facilities and recreational areas. A variety of housing types, including detached single-family homes, attached single-family homes, and multi-family homes are planned for CenterPark, all of which are located close to parks, and open space amenities. Residential development standards and Design Guidelines contained in the Specific Plan ensure that homes are designed at a human scale, emphasizing architecture fronting the street. Residential development standards are designed to minimize views of garage doors through use of alternating garage configurations. Traffic calming features incorporated into neighborhood streets include a traditional grid pattern with sidewalks, separated by landscaping on either side and the use of intersection chokers and roundabouts where appropriate.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD2-5 Streetscapes. We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.	The Specific Plan is designed with a comprehensive street system to accommodate the safe and efficient movement of automobiles as well as bike trails and a multipurpose trail to accommodate bicycle and pedestrian mobility and connectivity throughout the community. Streets are designed as a grid system of short blocks allowing for various vehicular access points and travel routes. Streets are designed with sidewalks separated from the street to create an inviting environment for walking. Streets connect neighborhoods and parks, through a variety of travel paths. Bicycle accessibility is provided throughout the community through a network of off-street multipurpose trails within Ontario Ranch Road, Campus Avenue, Grove Avenue and Walker Avenue which connect to a Class II Bike Path and Multipurpose Trail. Connectivity to this network of off-street bike trails from all residential Planning Areas is provided through the local street system.
CD2-6 Connectivity. We promote development of local street patterns, multimodal networks and connected public spaces that create and unify neighborhoods, rather than divide them, and create cohesive and continuous corridors, rather than independent "islands" through the following means: • Local street networks that provide access both between subdivisions and within neighborhoods and discourage through traffic; • A local street system that is logical and understandable for the user. A grid system is preferred to avoid circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials and to provide adequate emergency and evacuation access; and • Pedestrian and bicycle networks that provide convenient access to neighborhoods and nearby destinations, such as schools, parks, other public spaces, commercial areas and transit stops.	Off-street pedestrian circulation is available throughout CenterPark by means of the interconnected, paved sidewalk system within the roadway right-of-way, separated from travel lanes by a landscaped parkway and within off-street Multipurpose Trails. The CenterPark pedestrian system provides connectivity among residential neighborhoods to pocket parks. Streets are designed in a simple grid system with short blocks promoting a sense of small neighborhoods.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.	Sustainable Community/Smart Growth principles are incorporated into the CenterPark Land Use Plan. The sustainable goals for the project as stated in the Specific Plan include the following: 1. Encourage walking and other non-vehicular modes of travel. 2. Provide pedestrian connectivity throughout the project. 3. Provide shaded outdoor areas. 4. Encourage the use of architectural elements designed to reduce interior heat gain. 5. Encourage the use of recycled, recyclable and environmentally friendly building materials. 6. Require the use of low energy glass, low water plumbing features and energy efficient appliances. 7. Encourage the use of drought-tolerant landscaping and water-efficient irrigation methods. Pedestrian and bicycle connectivity is provided among residential planning areas and parks, helping to reduce vehicle trips and miles traveled. The design of residential areas incorporates tree-lined parkways providing shade for pedestrians and parked cars. Safe and efficient pedestrian and bicycle connectivity is provided throughout the project through a network of off-street bicycle trails, multi-use trails and sidewalks. The CenterPark architectural Design Guidelines allow for a variety of styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a drought-tolerant plant palette and requires planting and irrigation systems designed to conserve water. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities.
CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintenance of visibility and accessibility and use of lighting.	Residential development standards and Design Guidelines contained within the Specific Plan require home designs with fronts of homes, not garages, oriented toward the street to ensure that “eyes are on the street” in each neighborhood. Residences are oriented around open space, parks and trails. Parking areas and garages are located to the rear of residences to avoid dominance of the streetscape by automobiles and to enhance a pedestrian environment on all streets.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD2-9 Landscape Design. We encourage durable, sustainable and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces and provide shade and environmental benefits.	The landscape concept for CenterPark incorporates the use of durable landscaping materials, a drought-tolerant plant palette and a planting, grading and irrigation system designed to conserve irrigation water and maximize the retention/ infiltration of rainfall runoff. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities. All materials utilized in private and public common areas will be durable landscaping materials.
CD2-11 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.	Signage and landscaping will be provided at neighborhood entries within CenterPark. Community and neighborhood entry monumentation is required by the Specific Plan and is designed to establish a hierarchy for each Planning Area of the community. At key entries a monumentation program will be utilized to help identify the community as well as convey a sense of arrival and a welcoming feel for both vehicular and pedestrian traffic. These monuments and "gateways" are to be designed with durable, lasting materials approved by the City of Ontario. The "gateways" leading into the community of CenterPark will be elegant in appearance, classic in form, evoking the sense of arrival.
CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.	The Specific Plan requires the developer of CenterPark to obtain approval by the City of a Master Sign Program to address project entries, neighborhood identification and way-finding signage within the project.

GOAL CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

CD3-1 Unique Identity. We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design and building design that promotes an active public realm.	The Specific Plan is designed for bicycle and pedestrian accessibility throughout the community through a network of off-street bike and pedestrian trails within the neighborhood edges of major arterial streets. Connectivity to this network of off-street trails from all residential Planning Areas is provided through the local street system.
CD3-2 Comfortable, Human-Scale Public Realm. We require that public spaces, including streets, parks and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular and bicycle networks.	The Specific Plan includes landscape Design Guidelines to enrich the community landscape and architectural style for CenterPark. The Design Guidelines are organized to define the basic landscape design principles for the project, to guide the implementation of the "design vision" and to ensure the design integrity of the project.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD3-3 Complete and Connected Network. We require that pedestrian, vehicular and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas and transit stops) and are designed to maximize safety, comfort and aesthetics.	The Specific Plan includes infrastructure guidelines to align with the existing citywide circulation networks; offering street improvements and multi-modal neighborhood circulation systems that will enhance and integrate into existing and planned developments within the citywide network.
CD 3-5 Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business and residential entrances, outdoor dining and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics and the intended functionality (as defined by the Place Type).	The Specific Plan Design Guidelines promote street-facing front entries and architectural elements visible from adjacent streets, sidewalks and parks within the project to allow for a safe and aesthetically pleasing vibrant human-scale experience.
GOAL CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.	
CD5-1 Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.	The Specific Plan includes a Maintenance Responsibility Matrix defining the public, private and utility entities responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, parks, yards, walls and monuments, traffic signals, infrastructure and utilities within the project.
CD5-2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.	The Specific Plan includes a Maintenance Responsibility Matrix defining the responsible entities for continual maintenance of roadways, sidewalks, traffic signals, off-site and on-site public water, sewer and storm drain infrastructure facilities.

COMMUNITY ECONOMICS ELEMENT

GOAL CE1: A complete community that provides for all incomes and stages of life.

CE1-7 Retail Goods and Services. We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.	The commercial development will provide neighborhood retail and commercial services to meet the need of future residents within CenterPark and for the surrounding community. The proposed commercial uses will implement the policies of The Ontario Plan.
CE1-12 Circulation. We continuously plan and improve public transit and non-vehicular circulation for the mobility of all, including those with limited or no access to private automobiles. (Refer to Mobility Public Transit)	The Design Guidelines incorporate multi-modal circulation through a network of trails, bicycle lanes and sidewalk system, encouraging alternative modes of travel. The Specific Plan requires the developer of the project to coordinate with the local mass transit provider, Omnitrans, to accommodate adequate areas for any bus turnouts within the Master Plan Roadways as required by Omnitrans.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL CE2: A City of distinctive neighborhoods, districts, corridors and centers where people choose to be.	
CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community. (Refer to Community Design Element)	The Design Guidelines incorporate a diversity of versatile architectural themes and place-making to produce neighborhoods that have aesthetic and functional harmony for an overall community character to encourage interaction and gathering among neighbors.
CE2-4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.	The Specific Plan utilizes a variety of diverse architectural designs and themes to develop neighborhoods that will be aesthetically pleasing and functional, creating a community character that will continue to develop alongside the city.

MOBILITY ELEMENT

GOAL M1: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.	
M1-1 Roadway Design and Maintenance. We require our roadways to: • Comply with federal, state and local design and safety standards. • Meet the needs of multiple transportation modes and users. • Handle the capacity envisioned in the City of Ontario Master Plan of Streets and Highways. • Be maintained in accordance with best practices. • Be compatible with the streetscape and surrounding land uses. • Promote the efficient flow of all modes of traffic through the implementation of intelligent transportation systems and travel demand management strategies.	The Specific Plan requires the construction of a network of Master Plan Roadways designed consistent with the requirements of the City of Ontario Master Plan of Streets and Highways and The Ontario Ranch Streetscape Master Plan. The roadway system is designed to maintain an efficient flow of all modes of traffic at all intersections as discussed in the project EIR. Site design, source control and treatment BMP's for the project are required to be submitted by the developer for approval by the City prior to issuance of permits for the project.
M1-2 Mitigation of Impacts. We require development to mitigate its traffic impacts.	All mitigation measures, standard conditions and project design features identified in the project EIR to mitigate traffic impacts of the project will be implemented by the project.
GOAL M2: A system of trails and corridors that facilitate and encourage bicycling and walking active modes of transportation.	
M2-3 Pedestrian Walkways. We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe, comfortable mobility between residential areas, businesses, schools, parks, recreation areas and other key destination points.	The Specific Plan includes a plan for construction of an off-street pedestrian circulation system comprised of an interconnected, paved sidewalk system within all roadway rights-of-ways, separated from vehicular travel lanes by a landscaped parkway. The CenterPark pedestrian system provides connectivity among residential neighborhoods to the pocket parks.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL M3: A public transit system that is a viable alternative to automobile travel and meets the basic transportation needs of the transit dependent.	
M3-2 Transit Facilities at New Development. We require new development adjacent to an existing or planned transit stop to contribute to the creation of transit facilities, such as bus shelters, transit bays and turnouts and bicycle facilities, such as secure storage areas, as necessary.	The Specific Plan requires the developer of the project to coordinate with the local mass transit provider, Omnitrans, to accommodate adequate areas for any bus turnouts within the Master Plan Roadways as required by Omnitrans.

HOUSING ELEMENT

GOAL H2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics and support and reinforce the economic sustainability of Ontario.	
H2-4 Ontario Ranch. We support a premier lifestyle community in the Ontario Ranch distinguished by diverse housing, highest design quality and cohesive and highly amenitized neighborhoods.	The Specific Plan allows for the development of up to 4,293 residential dwelling units comprised of a variety of single-family attached and detached homes. Residential land use areas are linked by a network of street-separated sidewalks and bicycle trails connecting all neighborhoods to parks. Residential development is designed to address a variety of lifestyles and economic segments of the marketplace, such as singles, families, executives and "empty nesters."
H2-5 Housing Design. We require architectural excellence through adherence to City Design Guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.	The Specific Plan includes architectural Design Guidelines to encourage development of diverse neighborhoods with the use of varied architectural styles, articulated with elements true to the architectural characteristics of each style
GOAL H5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age or other status.	
H5-2 Family Housing. We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation and other amenities.	The Specific Plan allows for the development of condominium and multi-family home types designed to accommodate families with children. The Specific Plan requires that all condominium and multi-family developments within the project provide private recreational areas and/or pocket parks for residents of the development.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY

ENVIRONMENTAL RESOURCES ELEMENT

GOAL ER1: A reliable and cost effective system that permits the City to manage its diverse water resources and needs.

ER1-3 Conservation and Sustainable Water Supply. We work with regional water providers and users to conserve water and ensure sustainable local water supplies as more frequent droughts reduce long term local and regional water availability.	The Specific Plan requires all public and common area landscaping within the project to utilize plant materials listed on the approved Specific Plan Landscape Plant Matrix which is comprised of drought-tolerant and California-friendly plant materials. The Specific Plan requires that irrigation systems for both public and private landscaped areas be designed to be as water-efficient as possible and includes the following minimum requirements: • All irrigation systems shall have automatic controllers designed to properly water plant materials, given the site's soil conditions. Irrigation systems for all public landscapes shall have automatic rain shut-off devices. • Drip irrigation is not permitted within LMD landscape areas. • Spray systems shall have low volume matched-precipitation heads. • All LMD areas are to be controlled with central control irrigation systems and all trees are to be irrigated utilizing a flush grade bubbler system on a separate valve. All LMD areas shall be designed to City Standard Specifications.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
ER1-5 Water Resource Management. Environmental justice areas are prioritized as we coordinate with local agencies to protect water quality, prevent pollution, address existing contamination and remediate contaminated surface water and groundwater.	The Specific Plan requires that the developer obtain approval of a Storm Water Pollution Prevention Plan (SWPPP) prior to issuance of grading or construction permits. The SWPPP will be prepared to comply with the California State Water Resources Control Board's current "General Permit to Discharge Storm Water Associated with Construction Activity" and current "Area Wide Urban Storm Water Runoff (Regional NPDES) Permit". The SWPPP will identify and detail all appropriate Best Management Practices (BMP's) to be implemented or installed during construction of the project. In addition to the preparation of a SWPPP for construction-related activities and as part of the approval of any grading plans for the project, each tract map developer will be required to submit a Water Quality Management Plan (WQMP) on the San Bernardino County Stormwater Program's template form available at http://www.sbcounty.gov/dpw/land/npdes.asp. The WQMP shall identify and detail all Low Impact Development Site Design BMP's, Source Control BMP's and Treatment Control BMP's to be implemented or installed as part of the project in order to reduce storm water pollutants and site runoff. In addition, as part of the submittal of the Tentative Tract Maps, all developers shall submit a Preliminary WQMP on the form available on the City of Ontario's website, which will conceptually describe and detail the locations and approximate sizing of the proposed on-site LID BMPs that will be incorporated into the tract map layout.
ER1-6 Urban Run-Off Quantity. We encourage the use of low impact development strategies, including green infrastructure, to intercept run-off, slow the discharge rate, increase infiltration and ultimately reduce discharge volumes to traditional storm drain systems.	The Specific Plan requires that the project be designed and graded to direct 2-year storm event run-off from building roofs and paved areas into swaled landscape areas for capture and retention/infiltration. In particular, open space, parks, landscaped setback areas and trails are to be used for this purpose in order to comply with the most recent requirements of the San Bernardino County NPDES Storm Water Program's Quality Management (WQMP) for significant new development projects. In addition to these site design BMPs, each Tract Map project will incorporate structural and non-structural Source Control Best Management Practices (BMP's) and on-site Structural Treatment Control BMP's, as needed. Participation in regional or watershed-based Treatment Control BMP's as an alternative to on-site LID BMP implementation is regulated by the requirements of the San Bernardino County MS4 Urban Runoff Permit and the SB County Water Quality Management Plan Technical Guidance Document.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
ER1-7 Urban Run-Off Quality. We require the control and management of urban run-off consistent with Regional Water Quality Control Board regulations.	The Specific Plan requires that the project comply with the most recent requirements of the San Bernardino County NPDES Storm Water Program's Quality Management (WQMP) for significant new development projects. A final WQMP is required to be submitted by the developer for approval by the City prior to the issuance of any grading and construction permits for the project.
ER1-8 Wastewater Management. We require the management of wastewater discharge and collection consistent with waste discharge requirements adopted by the Regional Water Quality Control Board.	The Specific Plan requires the construction of a wastewater system consistent with City requirements and also requires that the project obtain approval of a WQMP for the project prior to the issuance of any grading or construction permit.
GOAL ER3: Cost-effective and reliable energy system sustained through a combination of low impact buildings, site and neighborhood energy conservation and diverse sources of energy generation that collectively help to minimize the region's carbon footprint.	
ER3-1 Conservation Strategy. We require conservation as the first strategy to be employed to meet applicable energy-saving standards.	The Specific Plan requires all public and common area landscaping within the project to utilize plant materials listed on the approved Specific Plan Landscape Plant Matrix which is comprised of drought-tolerant and California-friendly plant materials. The Specific Plan requires that irrigation systems for both public and private landscaped areas be designed to be as water-efficient as possible. The Specific Plan requires the construction of separate water mains for the use of recycled water in public and common areas of the project. The Specific Plan includes architectural styles that respond to local climate conditions and allow for the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize fixtures, appliances and heating and cooling controls to conserve water and energy.
ER3-2 Green Development - Communities. We encourage the use of the LEED Neighborhood Development rating system, or similar mechanism, to guide the planning and development of all new communities.	The Specific Plan includes architectural guidelines which allow for a variety of styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a plant palette and a planting and irrigation system designed to conserve water. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities.
ER3-3 Building and Site Design. We require new construction to incorporate energy efficient building and site design strategies, which could include appropriate solar orientation, maximum use of natural daylight, passive solar and natural ventilation.	The Specific Plan includes architectural Design Guidelines which allow for a variety of styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL ER4: Improved indoor and outdoor air quality and reduced locally generated pollutant emissions.	
ER4-4 Indoor Air Quality. We will comply with State Green Building Codes relative to indoor air quality. We seek funding to improve indoor air quality for households with poor indoor air quality, with priority for lower income households in environmental justice areas.	All development within the Specific Plan will be required to comply with the State Green Building Code as implemented by the City.
GOAL ER5: Protected high-value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.	
ER5-2 Entitlement and Permitting Process. We comply with state and federal regulations regarding protected species.	The project will comply with all mitigation measures identified in the project EIR with regard to biological resources.
ER5-3 Right to Farm. We support the right of existing farms to continue their operations within the Ontario Ranch.	The Specific Plan requires a minimum 100 ft. wide agricultural buffer be provided by the development between any new residential structure and any existing animal feed trough, corral/ pen or an existing dairy/feed lot.
ER5-4 Transition of Farms. We protect both existing farms and sensitive uses around them as agricultural areas transition to urban uses.	The Specific Plan requires a minimum 100 ft. wide agricultural buffer be provided by the development between any new residential structure and any existing animal feed trough, corral/ pen or an existing dairy/feed lot.

SAFETY ELEMENT

GOAL S1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.	
S1-1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.	All development within the Specific Plan will be required to comply with the State of California Building Code as adopted and implemented by the City.
GOAL S3: Reduced risk of death, injury, property damage and economic loss due to fires, accidents and normal everyday occurrences through prompt and capable emergency response.	
S3-8 Fire Prevention through Environmental Design. We require new development to incorporate fire prevention consideration in the design of streetscapes, sites, open spaces and buildings.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Fire Department which may require the development to incorporate fire prevention design elements in streetscapes, sites, open spaces and buildings.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL S4: An environment where noise does not adversely affect the public's health, safety and welfare.	
S4-1 Noise Mitigation. We utilize the City's Noise Ordinance, building codes and subdivision and development codes to mitigate noise impacts.	The Specific Plan requires all new development to comply with the City's Noise Ordinance, building codes and subdivision and development codes to mitigate noise impacts.
GOAL S5: Minimize the risk of injury, property damage and economic loss resulting from windstorms and wind-related hazards.	
S5-2 Dust Control Measures. We require the implementation of Best Management Practices for dust control at all excavation and grading projects.	Construction within the Specific Plan will comply with a City approved construction management plan and all mitigation measures identified in the project EIR with regard to dust control.
GOAL S6: Reduced potential for hazardous materials exposure and contamination.	
S6-9 Remediation of Methane. We require development to assess and mitigate the presence of methane, per regulatory standards and guidelines.	The project will comply with all mitigation measures identified as part of the project EIR for soil remediation and proper venting to address the potential existence of methane gases within the project.
GOAL S7: Residential neighborhoods, commercial areas and industrial districts that are kept safe through a multi-faceted approach of prevention, suppression and community involvement in public safety.	
S7-4 Crime Prevention through Environmental Design (CPTED). We require new development to incorporate CPTED in the design of streetscapes, sites, open spaces and buildings.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Police Department which may require the development to incorporate CPTED in the design of streetscapes, sites, open spaces and buildings.

PARKS AND RECREATION ELEMENT

GOAL PR1: A system of safe and accessible parks that meets the needs of the community.

PR1-5 Acreage Standard. We strive to provide 5 acres of parkland (public and private) per 1,000 residents.	The project will comply with the City requirement for the payment of an in-lieu fee in amount equivalent to 3 acres of parkland per 1,000 residents to fund the development of public parks and the requirement that each new development provide park acreage on-site equivalent to 2 acres per 1,000 residents. The Specific Plan includes the provision of private pocket parks in each Planning Area.
PR1-6 Private Parks. We expect development to provide a minimum of 2 acres of developed private park space per 1,000 residents.	The Specific Plan includes the provision of private pocket parks in each Planning Area with a total acreage provided equivalent to 2 acres of developed private park per 1,000 residents.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
PR1-9 Phased Development. We require parks be built in new communities before a significant proportion of residents move in.	Development within the Specific Plan is required to be reviewed and approved pursuant to the City's Subdivision Ordinance which requires the approval of tentative and final subdivision maps for the project. Conditions of approval associated with the City's approval of tentative subdivision maps will provide for the timing of construction of parks as part of the development.
PR1-11 Environmental Function of Parks. We require new parks to meet environmental management objectives.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Planning Department which may require the development to incorporate environmental management objectives into the design of parks.
PR1-12 Trails. We promote connections between parks and local trails including those managed by other public agencies.	The Specific Plan is designed for bicycle and pedestrian accessibility provided throughout the community through a network of off-street bike and pedestrian trails that are connected to a Class I Bike Path system. Connectivity to this network of off-street trails from all residential Planning Areas is provided through the local street system as well as a Class I Multi-purpose Trail.
PR1-14 Multi-Family Residential Developments. We require that new multi-family residential developments of 5 or more units provide recreational facilities or open space, in addition to paying adopted impact fees.	The Specific Plan requires that all condominium and multi-family developments within the project provide private recreational areas and/or pocket parks for residents of the development in addition to the payment by the developer of adopted impact fees.

SOCIAL RESOURCES ELEMENT

GOAL SR2: A range of educational and training opportunities for residents and workers of all ages and abilities that improves their life choices and provides a skilled workforce for our businesses.

SR2-4 Access to Schools. We work with local and regional partners to improve the safety in and around schools and to improve access for citizens of all ages and abilities to schools and community services, such as after school and other programs.	The Specific Plan does not include a parcel dedicated to a school zone. However, safe access and commute to surrounding schools are achieved through the multi-modal circulation systems within the neighborhoods established through the Design Guidelines.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY

COMMUNITY ECONOMICS ELEMENT

GOAL CE1: A complete community that provides for all incomes and stages of life.

CE1-6 Diversity of Housing. We collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life. We plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.	The Specific Plan allows for the development of up to 4,293 residential dwelling units comprised of a variety of single-family attached and detached homes. Residential land use areas are linked by a network of street-separated sidewalks and Multipurpose Trails connecting all neighborhoods to parks. Residential development is designed to address a variety of lifestyles and economic segments of the marketplace, such as singles, families, executives and "empty nesters."

GOAL CE2: A City of distinctive neighborhoods, districts, corridors and centers where people choose to be.

CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.	The Specific Plan includes architectural and landscape Design Guidelines.
CE2-2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Planning Department which may require the development to demonstrate how the project will create appropriately unique, functional and sustainable places.
CE2-5 Private Maintenance. We require adequate maintenance, upkeep and investment in private property because proper maintenance on private property protects property values.	The Specific Plan includes a Maintenance Responsibility Matrix defining the private responsibilities for maintenance of private roadways, parkways, trails, common areas, parks, yards, walls, and monuments within the project.
CE2-6 Public Maintenance. We require the establishment and operation of maintenance districts or other vehicles to fund the long-term operation and maintenance of the public realm whether on private land, in rights-of-way or on publicly-owned property.	The Specific Plan includes a Maintenance Responsibility Matrix defining the responsible public entities, including special districts, for maintenance of roadways, sidewalks, traffic signals, off-site and on-site public water, sewer and storm drain infrastructure facilities.

ATTACHMENT B:

File No. PSP24-002
Conditions of Approval

(Department Conditions of Approval to follow this page)

LAND DEVELOPMENT DIVISION CONDITIONS OF APPROVAL

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

Date Prepared: 2/11/2026

File No: PSP24-002

Related Files: N/A

Project Description: A public hearing to consider certification of the Focused Environmental Impact Report (SCH#2025060731), including the adoption of a Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations, in conjunction with a Specific Plan (File No. PSP24-002 – CenterPark Specific Plan) to establish the land use districts, development standards, guidelines, and infrastructure improvements for the potential development of up to 4,293 residential dwelling units, 115,809 square feet of retail land uses, 135,110 square feet of office uses, and 68 acres of open space parkland/non-recreational uses on approximately 258 acres of land generally bounded by the Southern California Edison (SCE) easement roughly 500 feet north of Ontario Ranch Road, Walker Avenue to the east, Campus Avenue to the West, and southern boundary roughly 1,300 feet north of Eucalyptus Avenue within the proposed MDR (Medium Density Residential) and MU (Mixed Use) districts of the proposed CenterPark Specific Plan and a Development Agreement (File No. PDA25-001) between the City of Ontario and Ontario Ranch Venture I, LLC. and Ontario Ranch Venture II, LLC., to establish the terms and conditions for the associated Specific Plan; (APNs: 1053-301-01, -02; 1053-311-01, -02, 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01,-02, -09; 0216-321-03, -08; 0216-322-03, -04, -10); **submitted by RCCD, Inc.**

Prepared By: Rafael Torres, Assistant Planner
Phone: 909.395.2979 (direct)
Email: rtorres@ontarioca.gov

The Planning Department, Land Development Section, conditions of approval applicable to the above-described Project, are listed below. The Project shall comply with each condition of approval listed below:

1.0 Standard Conditions of Approval. The project shall comply with the *Standard Conditions for New Development*, adopted by City Council Resolution No. 2017-027 on April 18, 2017. A copy of the *Standard Conditions for New Development* may be obtained from the Planning Department or City Clerk/Records Management Department.

2.0 Special Conditions of Approval. In addition to the *Standard Conditions for New Development* identified in condition no. 1.0, above, the project shall comply with the following special conditions of approval:

2.1 Specific Plan/Specific Plan Amendment. The following shall be submitted to the Planning Department within 30 days following City Council approval of the Specific Plan/Specific Plan Amendment:

(a) Two copies of the final Specific Plan document.

(b) One complete, unbound copy of the final Specific Plan document.

(c) One USB drive, or download link, containing a complete Microsoft Word, or editable, copy of the final Specific Plan document, including original figures, images and all required revisions.

2.2 Additional Fees.

(a) Within 5 days following final application approval, the Notice of Determination ("NOD") filing fee shall be provided to the Planning Department. The fee shall be paid by check, made payable to the "Clerk of the Board of Supervisors", which shall be forwarded to the San Bernardino County Clerk of the Board of Supervisors, along with all applicable environmental forms/notices, pursuant to the requirements of the California Environmental Quality Act ("CEQA"). Failure to provide said fee within the time specified will result in the extension of the statute of limitations for the filing of a CEQA lawsuit from 30 days to 180 days.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT CERTIFYING THE CENTERPARK SPECIFIC PLAN FINAL FOCUSED ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2025060731), ADOPTING CEQA FINDINGS, STATEMENTS OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CENTERPARK SPECIFIC PLAN, LOCATED WITHIN THE SOUTHWESTERN PORTION OF THE CITY OF ONTARIO BOUNDED BY A SOUTHERN CALIFORNIA EDISON EASEMENT LOCATED APPROXIMATELY 330 FEET NORTH OF EDISON AVENUE, WALKER AVENUE ON THE EAST, EUCALYPTUS AVENUE ON THE SOUTH, CAMPUS AVENUE ON THE WEST, AND BISECTED BY EDISON AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 1053-301-01, 02; 1053-311-01, -02; 1053-321-01, -02, -03; 1053-331-01, 02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01, -02, -09; 0216-321-03, -08; 0216-322-03, -04, -10.

WHEREAS, RCCD, INC. (“Applicant”) proposes to develop the CenterPark Specific Plan (“Project”), development would include up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across medium, and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses and associated on-site and off-site infrastructure improvements on an approximately 257.34-acre site in the southwestern portion of the City of Ontario; and

WHEREAS, the Project site consists of 28 parcels and is bound to the north by a Southern California Edison (SCE) Easement located approximately 330 feet north of Edison Avenue, Eucalyptus Avenue to the south, Campus Avenue to the west, Walker Avenue to the east, and bisected by Edison Avenue; and

WHEREAS, the City prepared The Ontario Plan 2050 Final Supplemental Environmental Impact Report (“TOP 2050 EIR”) (SCH # 2021070364) in association with the 2050 General Plan Update (“GPU”) and certified the TOP 2050 EIR on August 16, 2022; and

WHEREAS, the TOP 2050 EIR is a Supplemental EIR, an update to the approved TOP 2009; therefore, TOP 2050 Supplemental EIR relies on the findings of the 2009 Draft Focused EIR, 2010 Recirculated Draft Focused EIR, and 2010 Final Focused EIR; and

WHEREAS, pursuant to Public Resources Code section 21083.3 and State California Environmental Quality Act ("CEQA") Guidelines Section 15183, the Project Applicant prepared and staff review and concurred as to a CEQA Guidelines Section 15183 Consistency Analysis, to document that the proposed Project is consistent with the City's TOP 2050 and its associated TOP 2025 SEIR and determined that, with the exception of potential impacts to historic resources, the Project is adequately addressed in the TOP 2050 SEIR and does not represent a new or more severe significant impact that is "peculiar" to the Project, nor does it represent a new or more severe impact related to off-site infrastructure or cumulative impacts; and

WHEREAS, the City originally issued a Notice of Preparation ("NOP") for the CenterPark Specific Plan for which the public review period extended from June 11, 2025, through July 14, 2025. The NOP was published in the Inland Valley Daily Bulletin, a newspaper of general circulation in the Project area. The City received comments from multiple agencies on the NOP; and

WHEREAS, pursuant to Public Resources Code (PRC) §21083.9 and State California Environmental Quality Act (CEQA) Guidelines §15082(c) and 15083, a public scoping meeting was held on Wednesday July 2, 2025, where comments were received; and

WHEREAS, the Draft Focused EIR considers only the "peculiar" Environmental impacts of the Project, as well as the additive effects of growth throughout the City and the region and evaluates a range of potential feasible alternatives anticipated to reduce significant impacts of the Project, including a No Project/No Build Alternative; and

WHEREAS, a Draft Focused Environmental Impact Report ("Draft Focused EIR") was prepared, incorporating comments received in response to the NOP, and determined that mitigation measures were required to mitigate impacts to a less than significant level for biological resources and historic resources, and further concluded that despite the incorporation of all feasible mitigation measures, the proposed Project would nonetheless result in significant and unavoidable impacts relating to biological resources and historic resources; and

WHEREAS, after completing the Draft Focused EIR (State Clearinghouse No. 2025060731), the City released the document for public review for a 45-day public comment period, beginning December 29, 2025, and concluding February 12, 2026. A Notice of Availability ("NOA") was circulated along with the Draft Focused EIR and was published in the Inland Valley Daily Bulletin and posted in the Office of the Clerk of the Board of Supervisors of San Bernardino County. At that time, the City also provided a Notice of Availability to all organizations and individuals who had previously requested such notice; and

WHEREAS, copies of the Draft Focused EIR were distributed to the Planning Commission, City departments, and federal, state, regional, local, and other agencies and individuals; and

WHEREAS, during the 45-day comment period on the Draft Focused EIR, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies and others pursuant to State CEQA Guidelines §15086; and

WHEREAS, during the official public review period for the Draft Focused EIR, the City received fourteen written comment letters, all of which the City responded to in the Final Focused EIR; and

WHEREAS, pursuant to PRC §21092.5, the City provided copies of its responses to commenting public agencies at least ten days prior to the City's consideration of the Final Focused EIR on March 17, 2026; and

WHEREAS, on February 24, 2026, the Planning Commission of the City of Ontario conducted a duly noticed public hearing on the EIR at which time all persons wishing to testify were heard and the EIR was fully studied and concluded said hearing on that date. After considering all public testimony, the Planning Commission issued Resolution No. PC26-015, recommending City Council certification of the Project EIR; and

WHEREAS, fourteen written public comments were received prior to the Planning Commission hearing; and

WHEREAS, the City prepared the Final Focused EIR, which consists of the Draft Focused EIR, all technical appendices prepared in support of the Draft Focused EIR, all written comment letters received on the Draft Focused EIR, written responses to all written comment letters received on the Draft Focused EIR; and

WHEREAS, the "Focused EIR" consists of the Final Focused EIR and its attachments and appendices, as well as the Draft Focused EIR and its attachments and appendices (as modified by the Final Focused EIR); and

WHEREAS, pursuant to PRC §21092.5, the City provided copies of the Final Focused EIR to all commenting public agencies; and

WHEREAS, the City provided a Notice of Public Hearing and/or Intent to Certify an Environmental Impact Report to all organizations and individuals who had previously requested such notice, and published the Notice of Public Hearing, in the Inland Valley Daily Bulletin, a newspaper of general circulation in the Project area; and

WHEREAS, all potential significant adverse environmental impacts were sufficiently analyzed in the Final Focused EIR; and

WHEREAS, the City of Ontario is the lead agency on the Project, and the City Council is the approving authority for the proposed approval to construct and otherwise undertake the Project; and

WHEREAS, on March 17, 2026, the City Council of the City of Ontario conducted a hearing on the Project and concluded said hearing on that date; and

WHEREAS, as contained herein, the City has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all the requirements of CEQA, the State CEQA Guidelines, and the City's Local Guidelines have been satisfied by the City in the Focused EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated; and

WHEREAS, the Focused EIR prepared in connection with the Project sufficiently analyzes both the feasible mitigation measures necessary to avoid or substantially lessen the Project's potential environmental impacts and a range of feasible alternatives capable of eliminating or reducing these effects in accordance with CEQA, the State CEQA Guidelines and the City's Local Guidelines; and

WHEREAS, all of the findings and conclusions made by the City Council pursuant to this Resolution are based upon all oral and written evidence presented to it as a whole and are not based solely on the information provided in this Resolution; and

WHEREAS, environmental impacts identified in the EIR which the City finds are less than significant and do not require mitigation are described in Section IV, B hereof; and

WHEREAS, environmental impacts identified in the Focused EIR as potentially significant but which the City finds can be mitigated to a level of less than significant, through the imposition of feasible mitigation measures identified in the Focused EIR and set forth herein and in the Mitigation Monitoring and Reporting Plan, attached hereto as Exhibit A, are described in Section IV, C hereof; and

WHEREAS, environmental impacts identified in the Focused EIR as potentially significant and which the City finds cannot be fully mitigated to a level of less than significant, despite the imposition of all feasible mitigation measures identified in the Final Focused EIR and set forth herein, are described in Section IV, D hereof; and

WHEREAS, the cumulative impacts of the Project identified in the Focused EIR and set forth herein, are described in Section IV, E hereof; and

WHEREAS, alternatives to the Project that might eliminate or reduce significant environmental impacts are described in Section IV, F hereof; and

WHEREAS, the existence of any growth-inducing impacts and significant and irreversible environmental changes resulting from the proposed Project identified in the Focused EIR and set forth herein, are described in Section IV, G hereof; and

WHEREAS, because some environmental impacts identified in the Focused EIR as potentially significant cannot be fully mitigated to a level of less than significant, despite the imposition of all feasible mitigation measures identified in the Focused EIR and set forth herein, the City Council has balanced the economic, legal, social, technological, and other benefits of the Project against its significant and unavoidable impacts, and has determined that the benefits of the Project outweigh the unavoidable adverse impacts, and therefore, render those impacts "acceptable." The City Council has documented its determination regarding significant and unavoidable impacts in the Statement of Overriding Considerations in Section V hereof; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including the Focused EIR, and all oral and written evidence presented to it during all meetings and hearings on the Project; and

WHEREAS, the Focused EIR reflects the independent judgment of the City Council and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments made in the public hearings conducted by the City, or any additional information submitted to the City have produced substantial new information requiring recirculation or additional environmental review under State CEQA Guidelines §15088.5; and

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

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

SECTION 1. Recitals. The recitals above are true and correct and are incorporated into this Resolution by reference as findings of fact.

SECTION 2. Summary of Findings. The City Council hereby finds that it has been presented with the EIR, which it has reviewed and considered, and further finds that the Focused EIR is an accurate and objective statement that has been completed in full compliance with CEQA and the State CEQA Guidelines. The City Council finds that the Focused EIR reflects the independent judgment and analysis of the City. The City Council declares that no evidence of new significant impacts or any new information of "substantial importance" as defined by State CEQA Guidelines §15088.5, has been received by the City after circulation of the Draft Focused EIR that would require recirculation. Therefore, the City Council hereby certifies the Focused EIR based on the entirety of the record of proceedings.

SECTION 3. Procedural Compliance with California Environmental Quality Act

A. RECORD OF PROCEEDINGS

For purposes of CEQA and these Findings, the Record of Proceedings for the proposed Project consists of the following documents and other evidence, at a minimum:

- The NOP, NOA, and all other public notices issued by the City in conjunction with the proposed Project.
- The Draft Focused EIR and Final Focused EIR for the proposed Project.
- All written comments submitted by agencies or members of the public during the public review comment period on the Draft Focused EIR.
- All responses to written comments submitted by agencies or members of the public during the public review comment period on the Draft Focused EIR.
- All written and verbal public testimony presented during noticed public hearings for the proposed Project.
- The Mitigation Monitoring and Reporting Program.
- The reports and technical memoranda included or referenced in the Final Focused EIR.
- All documents, studies, EIRs, or other materials incorporated by reference in the Draft Focused EIR and Final Focused EIR.
- The Resolutions adopted by the City in connection with the proposed Project, and all documents incorporated by reference therein, including comments received after the close of the comment period and responses thereto.
- Matters of common knowledge to the City, including but not limited to federal, state, and local laws and regulations.
- Any documents expressly cited in these Findings.
- Any other relevant materials required to be in the record of proceedings by PRC §21167.6(e).

B. CUSTODIAN AND LOCATION OF RECORDS

The documents and other materials that constitute the administrative record for the City's actions related to the proposed Project are at the City of Ontario - Planning Department, 303 East "B" Street, Ontario, CA. The City Planning Department is the custodian of the administrative record for the Project. Copies of these documents, which constitute the record of proceedings, are and at all relevant times have been and will be available upon request at the offices of the Planning Department. This information is provided in compliance with PRC §21081.6(a)(2) and CEQA Guidelines §15091 (e).

C. PROJECT PURPOSE AND OBJECTIVES

The Project provides zoning regulations for development of the Project site by establishing permitted land uses, development standards, infrastructure requirements, and implementation requirements for development. The Project establishes the procedures and requirements to approve new development within the Project site.

The following objectives have been established for the proposed Project and will aid decision makers in their review of the proposed Project and associated environmental impacts:

Design the Project Specific Plan as a Living Community:

- Locally serving commercial neighborhood designed to be identifiable to the surrounding community and integrated into the overall planned development, visually and physically connected.
- A traditional village setting comprised of a series of neighborhoods designed with a pattern of smaller, walkable blocks that promote access, activity and safety.
- Neighborhood streets designed in a simple grid-like system creating short blocks to promote a neighborhood feeling.
- Streets incorporating traffic-calming techniques such as landscaped areas adjacent to roadways and City approved intersection chokers intended to encourage drivers to reduce their speed and create a pedestrian friendly environment.
- Landscaped parkways adjacent to sidewalks separated from the curb to create a pedestrian friendly environment.
- Diversity in architectural design and homes fronting the street with varying lot sizes to enhance the pedestrian experience and instill a sense of place and belonging for residents.
- A choice of housing types provided to address a diversity of lifestyles and varying economic segments of the marketplace.
- Residential floor plans that encourage views onto the street, de-emphasize the visual and physical dominance of garages and provide front porches and courtyards along the street to encourage interaction and activity along streets and sidewalks.
- A system of parks providing active and passive recreation facilities, passive open space areas and walkway connections for informal neighborhood interaction.

- Pedestrian and bicycle connectivity among all residential neighborhoods, areas and parks within the Project Specific Plan through a comprehensive network of pedestrian walkways and bicycle trails offering opportunities for walking and biking throughout the entire community and to destinations outside of the community.

Create a Comprehensive Circulation System for Multiple Modes of Travel:

- Neighborhood street patterns that provide access between neighborhoods and discourage through traffic.
- A local street system that is logical and understandable for the user avoiding circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials.
- Streets designed to include landscaped parkways and pedestrian walkways separated from the street encourage walking and social interaction.
- Local streets designed to slow vehicular traffic to promote walkability through the use of traffic-calming devices, landscaped areas adjacent to streets and narrowed intersections to influence a driver's peripheral vision and encourage drivers to proceed more slowly.
- A system of City-wide and local bike ways integrated into the design of the community to encourage bicycle travel as an alternative to the automobile.
- Neighborhoods and parks that are linked by pedestrian paths and greenways which also serve to establish connective and gathering features within and between neighborhoods in the Project Specific Plan area.

Provide for City-Planned Public Community Facilities and Services:

- New water, sewer, storm drain and water quality facilities consistent with City's Master Plans.
- Development of new bike paths as part of project development providing links of a public bike trail system consistent with the City's Bikeway Master Plan.
- Provision of approximately 56 acres of regional open space – parkland to allow for a centrally located regional public open space facility.
- Development of new on-site parks at a ratio of 2 acres of developed park space per 1,000 residents including the development of private parks within the community and smaller pocket parks within each neighborhood.

Integrate Parks and Trails into the Framework of the Project Specific Plan:

- Provision of a central regional park to include recreational amenities such as playgrounds, gathering areas, walking trails and other public amenities consistent with the City of Ontario programming for future public parks and subject to the approval of the Planning Director.
- Development of privately maintained neighborhood parks, community facilities, pocket parks and open space trails and walkways within each neighborhood.
- Proposed amenities will include open park spaces, passive and active park areas and greenbelts to provide a diversity of open spaces that meet the needs of the community.

- Improvement of landscaped open space within the neighborhood edges to include pedestrian trails adjacent to public arterial and collector streets.

Compose “A Genius of Place” through Exceptional Planning and Distinct Architecture:

- Architectural theme and place-making incorporated into buildings, streetscape furniture/ design elements, lighting and signage creating an overall community character.
- Individual interpretation of the overall intended community character within the commercial center and individual neighborhoods to encourage diversity of architecture within an overall planned aesthetic theme.
- Homes designed at a human scale with porches, stoops and walkways providing gathering places for neighbors and encouraging interaction among neighbors.
- A variety of home styles within the Specific Plan area, all of which are located within walking and biking distance to the parks.
- Homes oriented to the street and comprised of a variety of architectural styles adding interest to the street scene, creating a unique walking experience and encouraging neighborhood interaction along the street.
- Traditional building types with views of garage doors minimized through setback requirements, location, design elements and landscaping.
- Streets linked together in a manner which is pedestrian-friendly but also auto-accessible enabling residents to either walk or bike from neighborhoods to the parks.

SECTION 4. California Environmental Quality Act Findings. CEQA (Pub. Resources Code, §21000 et seq.) requires that public agencies shall not approve or carry out a project for which an environmental impact report (EIR) has been certified that identifies one or more significant adverse environmental effects of a project unless the public agency makes one or more written Findings for each of those significant effects, accompanied by a brief explanation of the rationale for each Finding (State CEQA Guidelines [Cal. Code Regs., tit. 14, §15000 et seq.], §15091). This document presents the CEQA Findings of Fact made by the City of Ontario, in its capacity as the CEQA lead agency, regarding the CenterPark Specific Plan (Project), evaluated in the Draft Focused Environmental Impact Report (“Draft Focused EIR”) and Final Focused Environmental Impact Report (“Final Focused EIR”) for the Project. The City Council hereby adopts the “CEQA Findings of Fact” which were prepared in accordance with State CEQA Guidelines §15091, and which are as follows:

D. INTRODUCTION

PRC §21002 states that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” Section 21002 further states that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed

projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects."

Pursuant to §21081 of the PRC, a public agency may only approve or carry out a project for which an EIR has been completed that identifies any significant environmental effects if the agency makes one or more of the following written finding(s) for each of those significant effects accompanied by a brief explanation of the rationale for each finding:

1. Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.
2. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

As indicated above, §21002 requires an agency to "avoid or substantially lessen" significant adverse environmental impacts. Thus, mitigation measures that "substantially lessen" significant environmental impacts, even if not completely avoided, satisfy §21002's mandate. (*Laurel Hills Homeowners Assn. v. City Council* (1978) 83 Cal.App.3d 515, 521 ["CEQA does not mandate the choice of the environmentally best feasible project if through the imposition of feasible mitigation measures alone the appropriate public agency has reduced environmental damage from a project to an acceptable level"]; *Las Virgenes Homeowners Fed., Inc. v. County of Los Angeles* (1986) 177 Cal. App. 3d 300, 309 ["[t]here is no requirement that adverse impacts of a project be avoided completely or reduced to a level of insignificance . . . if such would render the project unfeasible"].)

While CEQA requires that lead agencies adopt feasible mitigation measures or alternatives to substantially lessen or avoid significant environmental impacts, an agency need not adopt infeasible mitigation measures or alternatives. (Pub. Resources Code, §21002.1(c) [if "economic, social, or other conditions make it infeasible to mitigate one or more significant effects on the environment of a project, the project may nonetheless be carried out or approved at the discretion of a public agency"]; see also State CEQA Guidelines, §15126.6(a) [an "EIR is not required to consider alternatives which are infeasible"].) CEQA defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." (Pub. Resources Code, §21061.1.). The State CEQA Guidelines add "legal" considerations as another indicia of feasibility. (State CEQA Guidelines, §15364.) Project objectives also inform the determination of "feasibility." (*Jones v. U.C. Regents* (2010) 183 Cal. App. 4th 818, 828-829.). "'[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and

technological factors." (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715.) "Broader considerations of policy thus come into play when the decision-making body is considering actual feasibility.]" (*Cal. Native Plant Soc'y v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1000 ("Native Plant"); see also Pub. Resources Code, §21081(a)(3) ["economic, legal, social, technological, or other considerations" may justify rejecting mitigation and alternatives as infeasible] (emphasis added).)

Environmental impacts that are less than significant do not require the imposition of mitigation measures. (*Leonoff v. Monterey County Board of Supervisors* (1990) 222 Cal.App.3d 1337, 1347)

The California Supreme Court has stated, "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 576). In addition, perfection in a project or a project's environmental alternatives is not required; rather, the requirement is that sufficient information be produced "to permit a reasonable choice of alternatives so far as environmental aspects are concerned." Outside agencies (including courts) are not to "impose unreasonable extremes or to interject [themselves] within the area of discretion as to the choice of the action to be taken." (*Residents Ad Hoc Stadium Com. v. Board of Trustees* (1979) 89 Cal.App.3d 274, 287)

E. FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The City Council hereby finds that the following potential environmental impacts of the Project are less than significant and therefore do not require the imposition of Mitigation Measures.

1. BIOLOGICAL RESOURCES

a. *Wetlands*

Threshold: Would the Project have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Finding: No Impact. (Draft Focused EIR, p. 4.1-27 and 4.1-28)

Explanation: Ownership Area 1

Construction and Operations

A Jurisdictional Resources Assessment was conducted as part of the Project's Biological Resources Technical Report (Draft Focused EIR Appendix C1) to assess the presence/absence of United States Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB) jurisdictional resources. Non-wetland waters of the United

States were assessed based on the limits of the ordinary high-water mark as determined by erosion, the deposition of vegetation or debris, and changes in vegetation and soil characteristics. The assessment utilized the methodology for routine wetland determination according to the methods outlined in the USACE Wetland Delineation Manual (Environmental Laboratory 1987) and the Arid West Wetland Delineation Supplement and updated regulatory guidance letters. Wetlands are identified by the presence of three characteristics: hydrophytic vegetation, wetland hydrology, and hydric soils. If any of these criteria were met, one or more transects were run to determine the extent of the wetland. Specifically, the presence of wetland hydrology was evaluated throughout the Project site by recording the extent of observed surface flows, depth of inundation, depth to saturated soils, and depth to free water in the soil pits, where applicable. In addition, indicators of wetland or riverine hydrology were recorded, including water marks, drift lines, rack, debris, and sediment deposits, as warranted. Any indicators of hydric soils, such as redoximorphic features, buried organic matter, organic streaking, reduced soil conditions, gleied, or low-chroma soils, or sulfidic odor were also recorded.

As concluded in the Biological Resources Technical Report, no wetlands or jurisdictional resources regulated by the USACE, CDFW, or RWQCB were documented within the Project site. The artificially created unvegetated dairy effluent retention ponds are isolated, located in uplands, and currently rotated in use resulting in a wet (inundated) and dry phase. All the active retention ponds are devoid of wetland vegetation including but not limited to riparian scrub, forest or woodland habitat. Therefore, no impacts associated with the Ownership Area 1 portion of the Project are anticipated.

b. *Habitat Conservation Plans*

Threshold: Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Finding: No impact. (Draft Focused EIR, p. 4.1-32)

Explanation: Ownership Areas 1 and 2

Construction and Operations

The Project is not located within or adjacent to a Conservation Program Area. Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for the Project site and is

therefore consistent with TOP 2050. Ownership Area 2 future development is not located within or adjacent to a Conservation Program Area. Therefore, implementation of the Project would not result in a conflict with the provisions of an adopted habitat conservation plan and no impact would occur. Therefore, no mitigation is required or proposed.

F. FINDINGS REGARDING SIGNIFICANT ENVIRONMENTAL IMPACTS THAT CAN BE REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL

The City Council hereby finds that Mitigation Measures have been identified in the EIR and these Findings that will avoid or substantially lessen the following potentially significant environmental impacts to a less-than-significant level. The potentially significant impacts, and the Mitigation Measures that will reduce them to a less-than-significant level, are as follows:

1. BIOLOGICAL RESOURCES

a. *Sensitive Species*

Threshold: Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Finding: Less than significant with mitigation. (Draft Focused EIR, p. 4.1-18 through 4.1-25)

Explanation: Ownership Area 1

Construction

Sensitive Plants

Ownership Area 1 development would not eliminate significant amounts of habitat for potentially occurring special-status plant species, nor reduce population size of sensitive plant species below self-sustaining levels on a local or regional basis (if present). Therefore, the development of the Project would not result in a substantial adverse effect, either directly or through habitat modification, on any plant species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulation or by the CDFW or USFWS in Ownership Area 1. Therefore, no significant impact on special-status plant species or their habitat would occur.

Sensitive Wildlife

No special-status wildlife species were directly observed in Ownership Area 1; however, two special-status wildlife species were previously observed adjacent to and within Ownership Area 1. The species previously observed were the Northern harrier (*Circus hudsonius*), species of special concern (SSC), and the White-faced

ibis (*Plegadis chihi*) high-priority species for wetland conservation (CWL). Additionally, several species observed during the survey were deemed to have a moderate occurrence potential (primarily as foragers). Most remaining potentially occurring sensitive wildlife species are not expected to occur on-site due to lack of suitable habitat. Impacts to agricultural-related habitats could amount to an incremental reduction of potential foraging habitat for certain species that may be considered locally adverse. However, development would not eliminate significant amounts of habitat for these species, nor reduce population size below self-sustaining levels on a local or regional basis, and impacts would be less than significant.

Delhi Sands Flower-loving Fly

The federally endangered Delhi Sands Flower-Loving Fly (DSFLF) is not expected to occur onsite based on the historic and ongoing impacts to the Project site respective of active dairy and agricultural use. However, approximately 19 acres of the north-northeastern region of the Project site is mapped as Delhi soils. Due to the presence of potential habitat for the DSFLF, protocol surveys were performed pursuant to the USFWS interim General Survey Guidelines for DSFLF. According to the DSFLF Habitat Suitability Assessment, provided as Draft Focused EIR Appendix C2: Delhi Sands Flower-Loving Fly Habitat Suitability Assessment, a habitat assessment for the DSFLF was prepared and concluded that the Project site no longer supports clean Delhi Sand soils and is rated as unsuitable habitat.

The City requires that the Project Applicant pay towards the City of Ontario Biological Resources Habitat Mitigation Fee program to cover potential environmental impacts to the DSFLF, burrowing owl, raptor foraging, loss of open space, and agricultural lands. Therefore, with implementation of Mitigation Measure (MM) BIO-1, the Applicant would pay a habitat mitigation fee which would include payment of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. These paid mitigation fees would then be collected by the City and be deposited into a trust fund to use for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. Therefore, impacts to the DSFLF associated with development of Ownership Area 1 would be less than significant with mitigation.

Nesting Birds and Bats

Within Ownership Area 1, suitable foraging and/or nesting habitat for the Cooper’s hawk (SSC), sharp-shinned hawk (CWL), golden eagle

(CWL, Specifically Fully Protected (SFP)), great egret (Nesting Colony), great blue heron (Nesting Colony), Burrowing owl (SSC), ferruginous hawk (CWL), Swainson's hawk (State-listed (ST)), snowy egret (Nesting colony), white-tailed kite (SFP), California horned lark (CWL), merlin (CWL), prairie falcon (CWL), loggerhead shrike (SSC), California gull (CWL), long-billed curlew (CWL), and double crested cormorant (CWL) was observed within the agricultural fields and the artificially created unvegetated dairy effluent retention ponds. Additionally, suitable habitat for breeding was documented within the Project site for Cooper's hawk (SSC) and California horned lark (CWL). As stated in Draft Focused EIR Section 4.1.3: Regulatory Setting, the City has approved a Memorandum of Agreement with Inland Empire Resource Conservation District to administer the Greater Prado Basin Habitat Conservation Program and associated Ontario Ranch Habitat Mitigation Fees. Consequently, the Project would adhere to the required Ontario Ranch development impact fees which include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. These paid mitigation fees would then be collected by the City and be deposited into a trust fund to use for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. Additionally, MM BIO-2 would require a qualified biologist to conduct a nesting bird survey(s) to be reviewed by the City to reduce impacts to nesting birds to less than significant levels. Therefore, implementation of MM BIO-2 would reduce potential impacts to these species to less than significant levels.

Many North American bat species tend to congregate at preferred roosting sites or at isolated water sources, several field methods are available to identify species and broad habitat associations (e.g., tree cavities, exfoliating bark, bark fissures, crevices, cliff faces, and/or dense foliage). Suitable foraging and/or roosting habitat were documented for the pallid bat (SSC), Townsend's big-eared bat (SSC), and the western yellow bat (SSC) within Ownership Area 1. Potential impacts to foraging habitat for these species would be mitigated to a level of less than significant level with implementation of MM BIO-3. MM BIO-3 would require a qualified biologist to determine whether potential roosting sites for bats may be affected through exit counts and acoustic surveys that would be performed prior to ground disturbance activities. If the results of the bat survey find a total of one single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species

with potential to be present in Ownership Area 1 (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. The plan would be reviewed and approved by the CDFW. Therefore, impacts related to bat species would be less than significant with incorporation of MM BIO-3.

Burrowing Owl (BUOW)

Although there is suitable BUOW habitat, potential impacts to refugia, nesting, and foraging habitat for this species would be mitigated to a level of less than significant following implementation of MM BIO-4, which would ensure BUOW surveys are completed prior to construction. MM BIO-4 would implement focused and preconstruction surveys to ensure potential impacts to refugia, nesting, and foraging habitat for the BUOW would be reduced to less than significant levels.

Operations

Operations of the Project would not have a significant effect on sensitive plants, animals, or their habitat. Once construction activities for the Project are completed, no additional impacts would occur with Project operations as it relates to sensitive species. Therefore, impacts would be less than significant, and no further mitigation would be required.

MM BIO-1 City of Ontario Biological Resources Habitat Mitigation Fee. The City of Ontario has established a habitat mitigation fee to cover potential environmental impacts to the burrowing owl, DSFLF, raptor foraging, loss of open space, and agricultural lands. Development impact fees for new development in Ontario Ranch were adopted on June 23rd, 2003, by the City Council. The Ontario Ranch development impact fees include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. Mitigation fees have been collected by the City of Ontario and have been deposited into a trust fund to be used for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value.

MM BIO-2 Nesting Bird and Raptor Preconstruction Survey. Regulatory requirement for potential direct/indirect impacts to nesting common and sensitive bird and raptor species will require compliance with the California Fish and Game Code (CFGC) Section 3503. Construction outside the nesting season (between September 1st and January 31st) do not require pre-removal nesting bird surveys. If construction is proposed during nesting season (February 1st and August 31st), a qualified biologist will conduct a nesting bird survey(s) no more

than three (3) days prior to initiation of grading to document the presence or absence of nesting birds within or directly adjacent (200 ft -500 ft for raptors) to the Project site.

The survey(s) will focus on identifying any raptors and/or bird nests that are directly or indirectly affected by construction activities. If active nests are documented, the qualified biologist will prepare and implement specific measures to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest will be postponed until the young birds have fledged. The perimeter of the nest setback zone will be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities will be restricted from the area. The biologist shall establish a no-disturbance buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area. The survey report will be submitted by the qualified biologist to the City of Ontario for review and approval prior to initiation of grading in the nest-setback zone.

Additionally, the qualified biologist will serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A final monitoring report of the findings, prepared by a qualified biologist, will be submitted to the City of Ontario documenting compliance with the CFGC. Any nest permanently vacated for the season would not warrant protection pursuant to the CFGC.

MM BIO-3 Pre-construction Focused Bat Survey. Prior to implementation of Project activities, a qualified biologist shall be retained to determine whether potential roosting sites for bats may be affected. For large ornamental trees suitable for bat roosting/nursery, exit counts and acoustic surveys shall be performed prior to initial ground disturbance, vegetation or structure removal to determine whether the Project site and a 300-foot buffer supports a nursery or roost, and by which species. This work will occur between late -spring and late summer and/or in the fall (generally mid-March through late October).

If the results of the bat survey find a total of a single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with potential to be present in the Project site (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. For each location confirmed to be occupied by

bats, the plan will provide details both in text and graphically where exclusion devises/and or staged tree removal will need to occur, the timing for exclusion work and the timeline and methodology needed to exclude the bats. The plan will need to be reviewed and approved by CDFW prior to disturbance of the roost(s).

MM BIO-4 Focused and Preconstruction Burrowing Owl Surveys. Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2012, CDFW staff report on Burrowing Owl Mitigation prior to vegetation removal or ground-disturbing activities for all phases of Project construction. Specifically, a total of four (4) surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. The Designated Biologist shall provide CDFW a GIS or KMZ map of BUOW burrow complex(es) and atypical burrows (e.g. culverts, buckled concrete, etc.) The map shall be at a scale of 1:24,000 or finer to show details and shall show locations of all BUOW sightings and labeled if sightings were potential burrows, occupied burrows, satellite burrows, areas of concentrated burrows, and BUOW sign. Locations documented by use of GPS coordinates must be collected in NAD83 datum. The map shall include an outline of the Project Site, a title, north arrow, scale bar, and legend.

A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities.

If burrowing owl occupancy is confirmed, and if Project activities may impact burrowing owl, including burrow exclusion and closure, the Project Proponent shall begin early coordination with CDFW for appropriate CESA authorization (i.e., Incidental Take Permit (ITP) under Fish and Game Code section 2081) prior to commencement of Project activities. The ITP application shall describe, at a minimum, project activities and equipment, proposed avoidance/buffers, temporary and permanent impacts, monitoring, relocation and/or translocation, and minimization and compensatory mitigation actions. ITP compensatory mitigation will be fulfilled by

one or more of following options: 1) Permittee- responsible mitigation land acquisition or 2) Conservation or Mitigation Bank credits (if available).

b. *Riparian Habitat*

Threshold: Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Finding: Less than significant with mitigation. (Draft Focused EIR, p. 4.1-25 through 4.1-27)

Explanation: *Ownership Area 1*

Construction and Operations

Ownership Area 1 is heavily disturbed and mostly consists of developed, disturbed, active dairy, and agricultural facilities. Within Ownership Area 1, a total of 194.05 acres of vegetation communities would be directly impacted as a result of Project implementation as summarized in Draft Focused EIR Table 4.1-3: Ownership Area 1 Vegetation Community Impacts. However, no riparian, sensitive, or undisturbed native/natural habitats were documented during the biological assessment. In addition, no riparian scrub, forest, or woodland habitat was observed within the artificially created dairy effluent retention ponds located within Ownership Area 1. Furthermore, the adherence to the City's Biological Resources habitat mitigation fee consistent with MM BIO-1, described previously, would reduce potential impacts to BUOW, raptor foraging, loss of open space, and agricultural lands to a less than significant level.

See MM BIO-1.

c. *Wildlife Movement*

Threshold: Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Finding: Less than significant with mitigation. (Draft Focused EIR, p. 4.1-28 through 4.1-30)

Explanation: Ownership Area 1

Construction

Wildlife Movement Corridors

Ownership Area 1 is heavily disturbed with active dairy and agricultural uses and is surrounded by development including high traffic roads, commercial/residential development, active dairy/agricultural facilities, and therefore, it is highly unlikely that

Ownership Area 1 occupies an important location relative to regional wildlife movement. As such, Project implementation would not have any substantial effect on local or regional wildlife movement. Ownership Area 1 is separated from regional wildlife movement corridors associated with the Prado Dam Flood Control Basin and Santa Ana River. Therefore, Ownership Area 1 does not function as a wildlife movement corridor.

Furthermore, although vegetation, including trees and shrubs would provide nesting habitat for raptors and migratory birds protected under the CFGC Codes are present within Ownership Area 1, development of Ownership Area 1 would comply with CFGC Code Section 3503 and implementation of MM BIO-2 would require a qualified biologist to conduct a nesting bird and raptor survey(s) no more than three days prior to initiation of grading. Furthermore, construction activities outside of the nesting season (between September 1st and January 31st) would not require any preconstruction nesting bird survey(s).

Ownership Area 1 does not represent a wildlife movement corridor or route between open space habitats. Additionally, Ownership Area 1 is separated from regional wildlife movement corridors associated with the Prado Damn Flood Control Basin and Santa Ana River. Therefore, Ownership Area 1 does not function as a wildlife movement corridor. With implementation of MM BIO-2, development of Ownership Area 1 would not impede any native resident or migratory fish or wildlife species and would not be located in a migratory wildlife corridor. Therefore, with mitigation incorporated, impacts would be reduced to a less than significant level.

Operations

Ownership Area 1 does not function as a wildlife movement corridor. As previously stated, Ownership Area 1 has been previously disturbed for agricultural use with multiple manmade structures present. Operation of the Project would involve residential and mixed-use retail/office development infrastructure within Ownership Area 1. This usage would be consistent with previous uses of the site in that both would reduce the area's ability to act as a natural wildlife corridor. Therefore, operation of the Ownership Area 1 portion of the Project would not interfere with the movement of any native resident or migratory fish or wildlife species. Therefore, operation of the Ownership Area 1 portion of the Project result in a less than significant impact.

Ownership Area 2

Construction and Operations

Refer to Ownership Area 1 discussion above. Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for the Project site and is therefore consistent with TOP 2050. A focused biological resources assessment and impact analysis would be conducted for Ownership Area 2 prior to approval of any development in this region to ensure potential adverse effects to sensitive species and resources would be reduced to a less than significant level. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to MM BIO-5). A subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that development within Ownership Area 2 would have significant impacts relating to biological resources.

Similar to Ownership Area 1, Ownership Area 2 has been previously disturbed for agricultural use with multiple manmade structures present in addition to other industrial operations. Operation of Ownership Area 2 would not change as a result of the Project. This usage would be consistent with previous uses of the site in that both would reduce the area's ability to act as a natural wildlife corridor. Additionally, the Project site (both Ownership Areas 1 and 2) is separated from regional wildlife movement corridors associated with the Prado Dam Flood Control Basin and Santa Ana River. Therefore, Ownership Area 2 area does not function as a wildlife movement corridor and development of Ownership Area 2 would not interfere with the movement of any native resident or migratory fish or wildlife species. With implementation of MM BIO-5 and compliance with applicable plans, policies, and programs, including the Project Specific Plan and TOP 2050, impacts would be less than significant.

See MM BIO-2.

MM BIO-5 Programmatic Assessment Area CEQA Analysis. The Programmatic Assessment Area located within Ownership Area 2, including APN's 0216-311-09, 1053-301-01 and -02; 1053-311-01 and -02, and 1053-321-01, -02, and -03, was not evaluated for biological resources as part of this analysis. Authorization to access this region of the project was not provided and therefore was analyzed programmatically based on aerial photographs and assessments from the adjacent parcel boundaries. To ensure that potential adverse effects to sensitive species and resources are reduced to a less than

significant level, a focused biological resources assessment and impact analysis shall be conducted in the un-surveyed portion of the Project site prior to approval of development within this region. In addition to completing CEQA review, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction.

d. *Tree Preservation Policy*

Threshold: Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Finding: Less than significant with mitigation. (Draft Focused EIR, p. 4.1-30 through 4.1-32)

Explanation: Ownership Area 1

Construction and Operations

Several blue gum and red gum eucalyptus trees are located in the east/southeastern portions of the Project site boundaries, although these trees do not meet the City's Heritage Tree policy criteria. Prior to any site clearing or grading, a tree inventory would be prepared to ensure compliance with OMC Section 6.05.020, Tree Preservation Policy and Protection Measures (refer to MM BIO-6). This policy would ensure healthy Heritage Trees that are approved for removal would be replaced with new trees with a total trunk diameter equal to the trees removed, or as deemed appropriate by the Approving Authority. With implementation of MM BIO-6, impacts would be reduced to less than significant levels.

MM BIO-6 Tree Inventory. Prior to implementation of Project site clearing or grading, a certified arborist or qualified horticulturalist shall provide a tree inventory to ensure compliance with Ontario MC Section 6.05.020, Tree Preservation Policy and Protection Measures in order to determine the presence/absence of Heritage Trees. Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk diameter equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement (The Ontario Plan 2050).

2. CULTURAL RESOURCES

G. FINDINGS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS THAT CANNOT BE MITIGATED TO A LESS THAN SIGNIFICANT LEVEL

The City Council hereby finds that, despite the incorporation of Mitigation Measures identified in the EIR and in these Findings, the following environmental impacts cannot be fully mitigated to a less than significant level and a Statement of Overriding Considerations is therefore included herein:

1. BIOLOGICAL RESOURCES

a. *Sensitive Species*

Threshold: Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Finding: Significant and unavoidable. (Draft Focused EIR, p. 4.1-18 through 4.1-25)

Explanation: Ownership Area 2

Construction and Operations

Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Upon commencement of project-level CEQA review for Ownership Area 2, a focused biological resources assessment and site reconnaissance survey would be conducted. During future development of Ownership Area 2, existing vegetation and habitat would be removed by grading, excavation, and other construction activities. Note that, in its current state, the Project site is devoid of vegetation or dominated by ornamental, non-native and native species commonly detected in disturbed habitats. These disturbed habitats would be removed upon implementation of Ownership Area 2. Similar to Ownership Area 1, development occurring within Ownership Area 2 would be subject to MM BIO-1 through MM BIO-4 to reduce potential impacts to special status wildlife species. However, in the absence of focused biological surveys, impacts within Ownership Area 2 are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of Ownership Area 2, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the state CEQA Guidelines. This determination will be made by City staff at the time of future Ownership Area 2 site-specific development applications.

A focused biological resources assessment and impact analysis would be conducted for future development areas prior to approval of any development within Ownership Area 2 to ensure potential adverse effects to sensitive species and resources would be minimized. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to MM BIO-5 below). Future development would modify the existing habitat when Ownership Area 2 is completed; however, impacts on sensitive species due to habitat modifications would be minimized with mitigation incorporated along with compliance with applicable plans, policies and programs, including the Project Specific Plan and TOP 2050. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for the Project site and is therefore consistent with TOP 2050. As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that the Project will have significant impacts relating to biological resources.

MM BIO-1 City of Ontario Biological Resources Habitat Mitigation Fee. The City of Ontario has established a habitat mitigation fee to cover potential environmental impacts to the burrowing owl, DSFLF, raptor foraging, loss of open space, and agricultural lands. Development impact fees for new development in Ontario Ranch were adopted on June 23rd, 2003, by the City Council. The Ontario Ranch development impact fees include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. Mitigation fees have been collected by the City of Ontario and have been deposited into a trust fund to be used for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value.

MM BIO-2 Nesting Bird and Raptor Preconstruction Survey. Regulatory requirement for potential direct/indirect impacts to nesting common and sensitive bird and raptor species will require compliance with the California Fish and Game Code (CFGC) Section 3503. Construction outside the nesting season (between September 1st and January 31st) do not require pre-removal nesting bird surveys. If construction is proposed during nesting season (February 1st and August 31st), a qualified biologist will conduct a nesting bird survey(s) no more than three (3) days prior to initiation of grading to document the presence or absence of nesting birds within or directly adjacent (200 ft -500 ft for raptors) to the Project site.

The survey(s) will focus on identifying any raptors and/or bird nests that are directly or indirectly affected by construction activities. If active nests are documented, the qualified biologist will prepare and implement specific measures to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest will be postponed until the young birds have fledged. The perimeter of the nest setback zone will be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities will be restricted from the area. The biologist shall establish a no-disturbance buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area. The survey report will be submitted by the qualified biologist to the City of Ontario for review and approval prior to initiation of grading in the nest-setback zone.

Additionally, the qualified biologist will serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A final monitoring report of the findings, prepared by a qualified biologist, will be submitted to the City of Ontario documenting compliance with the CFGC. Any nest permanently vacated for the season would not warrant protection pursuant to the CFGC.

MM BIO-3 Pre-construction Focused Bat Survey. Prior to implementation of Project activities, a qualified biologist shall be retained to determine whether potential roosting sites for bats may be affected. For large ornamental trees suitable for bat roosting/nursery, exit counts and acoustic surveys shall be performed prior to initial ground disturbance, vegetation or structure removal to determine whether the Project site and a 300-foot buffer supports a nursery or roost, and by which species. This work will occur between late -spring and late summer and/or in the fall (generally mid-March through late October).

If the results of the bat survey find a total of a single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with potential to be present in the Project site (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. For each location confirmed to be occupied by bats, the plan will provide details both in text and graphically where exclusion devises/and or staged tree removal will need to occur, the timing for exclusion work and the timeline and methodology needed

to exclude the bats. The plan will need to be reviewed and approved by CDFW prior to disturbance of the roost(s).

MM BIO-4 Focused and Preconstruction Burrowing Owl Surveys. Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2012, CDFW staff report on Burrowing Owl Mitigation prior to vegetation removal or ground-disturbing activities for all phases of Project construction. Specifically, a total of four (4) surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. The Designated Biologist shall provide CDFW a GIS or KMZ map of BUOW burrow complex(es) and atypical burrows (e.g. culverts, buckled concrete, etc.) The map shall be at a scale of 1:24,000 or finer to show details and shall show locations of all BUOW sightings and labeled if sightings were potential burrows, occupied burrows, satellite burrows, areas of concentrated burrows, and BUOW sign. Locations documented by use of GPS coordinates must be collected in NAD83 datum. The map shall include an outline of the Project Site, a title, north arrow, scale bar, and legend.

A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities.

If burrowing owl occupancy is confirmed, and if Project activities may impact burrowing owl, including burrow exclusion and closure, the Project Proponent shall begin early coordination with CDFW for appropriate CESA authorization (i.e., Incidental Take Permit (ITP) under Fish and Game Code section 2081) prior to commencement of Project activities. The ITP application shall describe, at a minimum, project activities and equipment, proposed avoidance/buffers, temporary and permanent impacts, monitoring, relocation and/or translocation, and minimization and compensatory mitigation actions. ITP compensatory mitigation will be fulfilled by one or more of following options: 1) Permittee- responsible mitigation land acquisition or 2) Conservation or Mitigation Bank credits (if available).

MM BIO-5 Programmatic Assessment Area CEQA Analysis. The Programmatic Assessment Area located within Ownership Area 2, including APN's 0216-311-09, 1053-301-01 and -02; 1053-311-01 and -02, and 1053-321-01, -02, and -03, was not evaluated for biological resources as part of this analysis. Authorization to access this region of the project was not provided and therefore was analyzed programmatically based on aerial photographs and assessments from the adjacent parcel boundaries. To ensure that potential adverse effects to sensitive species and resources are reduced to a less than significant level, a focused biological resources assessment and impact analysis shall be conducted in the unsurveyed portion of the Project site prior to approval of development within this region. In addition to completing CEQA review, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction.

b. *Riparian Habitat*

Threshold: Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Finding: Significant and unavoidable. (Draft Focused EIR, p. 4.1-25 through 4.1-27)

Explanation: *Ownership 2*

Construction and Operations

Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for the Project site and is therefore consistent with TOP 2050. Within Ownership Area 2, impacts to riparian habitat would be minimized with compliance with applicable plans, policies and programs, including the Project Specific Plan and TOP 2050. However, in the absence of focused biological surveys, impacts within Ownership Area 2 are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of Ownership Area 2, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the CEQA Guidelines. This determination will be made by City staff at the time of future Ownership Area 2 site-specific development applications.

A focused biological resources assessment and impact analysis would be conducted for Ownership Area 2 prior to approval of any development in this region to ensure potential adverse effects to sensitive species and resources would minimized. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to MM BIO-5 located above). As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that the Project will have significant impacts relating to biological resources.

Refer to MM BIO-5.

c. *Wetlands*

Threshold: Would the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Finding: Significant and unavoidable. (Draft Focused EIR, p. 4.1-27 and 4.1-28)

Explanation: Ownership Area 2

Construction and Operations

Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Ownership Area 2 land use designations are the same land use designations as contained in TOP 2050. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to MM BIO-5) However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

See MM BIO-5 above.

d. *Tree Preservation Policy*

Threshold: Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Finding: Significant and unavoidable. (Draft Focused EIR, p. 4.1-30 through 4.1-32)

Explanation: Ownership Area 2

Construction and Operations

Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the Project zoning mirrors the existing TOP 2050 land use designations for Ownership Area 2 and is therefore consistent with TOP 2050. When Ownership Area 2 development is completed, impacts to local policies or ordinances protecting biological resources would be minimized with MM BIO-5 incorporated and would comply with applicable plans, policies and programs, including the Project Specific Plan and TOP 2050. However, in the absence of focused biological surveys, impacts within Ownership Area 2 are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of Ownership Area 2, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the state CEQA Guidelines. This determination will be made by City staff at the time of future Ownership Area 2 site-specific development applications. As part of the project-level analysis, a focused biological resources assessment and impact analysis would be conducted for Ownership Area 2 prior to approval of any development in this region to ensure potential adverse effects to biological resources would minimize. Pursuant to MM BIO-6, the site-specific biological resources assessment would include a Heritage Tree survey prior to approving any future development within the Project's Ownership Area 2; refer to MM BIO-6 below. As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that the Ownership Area 2 portion of the Project will have significant impacts relating to biological resources.

See MM BIO-5 above.

MM BIO-6 Tree Inventory. Prior to implementation of Project site clearing or grading, a certified arborist or qualified horticulturalist shall provide a tree inventory to ensure compliance with Ontario MC Section 6.05.020, Tree Preservation Policy and Protection Measures in order to determine the presence/absence of Heritage Trees. Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk diameter equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving

Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement (The Ontario Plan 2050.

2. HISTORIC RESOURCES

a. *Historical Resources*

Threshold: Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Finding: Significant and unavoidable. (Draft Focused EIR, p. 4.2-33 through 4.2-37)

Explanation: Ownership Area 2

Construction and Operations

To reduce impacts to historic resources, MM CUL-1 through MM CUL-8 would apply. MM CUL-2 would require that, prior to the issuance of a building permit for demolition of any historic resources pursuant to MM CUL-1, adequate documentation, including but not limited to as-built drawings with site plan, floor plan, exterior elevations, and details for any identified significant/character defining feature, historical narrative, and photographs of the three historical resources subject properties, be submitted to the City Planning Department for approval and publication. Additionally, MM CUL-3 requires that, prior to the issuance of a grading or demolition building permit for the property addressed to 8185 Edison Avenue, a relocation plan for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, identified as feasible for relocation shall be submitted to the City. The relocation plan shall identify the receiver site in the Grand Park Phase 1 development or alternate suitable location, as well as a relocation schedule and any protective measures to ensure minimal impact to the resource during relocation efforts. Additionally, pursuant to MM CUL-4, every effort shall be made to relocate the historic resources, except for the Streamline Moderne Milk Parlor, a local Tier II Historic Resources addressed to 8185 Edison Avenue. The structures shall be offered at no cost for those who can relocate off-site; and advertisements notifying the public of the opportunity to relocate the buildings would be placed on-site with temporary signage, in at least three local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards (realtor's offices, local business), for a minimum of 30 days. Pursuant to Ontario Development Code Section 7.01.030, a mitigation fee would be paid to the City Planning Department prior to the issuance of building permits for demolition of any of the identified historical resources for which relocation was determined by the City to be infeasible (MM CUL-5). According to

MM CUL-6, prior to issuance of a building permit for demolition of any of the three significant historic resources, and within 120 days of Project approval, a determination shall be made by the Planning Department whether items within or on the historic properties should be salvaged. Additionally, pursuant to MM CUL-7, should 8185 Edison Avenue be subject to demolition, and prior to issuance of a building permit for demolition of the resource, which is listed in the City's Historic Resources Inventory, the applicant shall apply for a Certificate of Appropriateness and approval of a Demolition approval by the Historic Preservation Subcommittee prior to demolition pursuant to the Ontario Development Code Section 4.02.050 and MM CUL-6. A Certificate of Appropriateness shall not be issued for the demolition of the resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction. MM CUL-8 requires that, prior to the issuance of a Certificate of Final Occupancy for the first building constructed within the Project site, enhancements to the Ontario Dairy Industry microdocumentary that features the operations of a functioning dairy located within the Ontario Ranch area shall be made.

With these mitigation measures in place, impacts to historical resources as a result of the Project would be substantially reduced. However, given that the resources would be either relocated or, if relocation proves infeasible, demolished, impacts to these resources remains significant.

CenterPark Mitigation Measures:

MM CUL-1 The applicant shall obtain a building permit prior to any demolition, relocation, or alteration of any significant historic resource.

MM CUL-2 Prior to issuance of a building permit for demolition of any significant historical resources and within 120 days of project approval, a Historic American Buildings Survey (HABS) or an Historic American Engineering Record (HAER) documentation in accord with the City's HABS/HAER Checklist Level 2, including but not limited to as built drawings with site plan, floor plan, exterior elevations, and details for any identified significant/character defining feature, historical narrative, and photographs of the three (3) historical resources subject properties, shall be submitted to the Planning Department for review, approval, and subsequent release to the Ovitt Family Community Library, Model Colony History Room. Digital files and 2 printed copies are required (one archival and one non-archival).

MM CUL-3 Prior to issuance of a grading or demolition building permit for the property addressed to 8185 Edison Avenue, a relocation plan for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, shall be submitted to the City. The plan shall identify the receiver site in the Grand Park Phase 1 development or alternate suitable location, as well as a relocation schedule and any protective measures to ensure minimal impact to the resource during relocation efforts. The Applicant shall be responsible for the relocation to the receiver site and securing the building to its foundation. Issuance of a Certificate of Appropriateness by the Historic Preservation Subcommittee (or Historic Preservation Commission) shall be required for the relocation plan.

MM CUL-4 Prior to issuance of a building permit for demolition or grading, every effort shall be made to relocate the historic resources, except for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource addressed to 8185 Edison Avenue. The structures shall be offered at no cost for those who can relocate the structures off site. Advertisements notifying the public of the opportunity to relocate the structures shall be placed for a minimum of 30 days: on-site with temporary signage, in at least 3 local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards (realtor's offices, local business). A social media campaign, posted on the developer's website or on a local non-profit heritage site, including a dedicated web page with the structures' information (description, square footage, photographs) and contact information should be incorporated into the relocation advertisement.

MM CUL-5 A mitigation fee pursuant to Section 7.01.030 of the Ontario Development Code shall be paid to the Planning Department prior to issuance of building permit for grading the site or for demolition of any of the identified significant historical resources for which relocation was determined by the City to be infeasible. Mitigation fee is equal to 30% of the price per square foot construction cost as established in the most current International Code Council Building Valuation Data. The fee amount will be provided by the Planning Department at the time of payment. Funds will be deposited into the City's Historic Preservation Trust Fund.

MM CUL-6 Prior to issuance of a building permit of any of the three (3) significant historical resources identified in the Focused EIR and within 120 days of project approval, a determination shall be made by the Planning Department whether items within or on the historic properties should be salvaged. The applicant shall be responsible for the removal, relocation, storage, and donation of such items selected

for salvaging. An inventory of salvaged items shall be provided by the applicant and shall include a list of each item name, description, and dimension (as necessary), and the location of each item on a floor plan to the Planning Department prior to the issuance of building permit.

MM CUL-7 Should the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, addressed to 8185 Edison Avenue be proposed for demolition, and prior to issuance of a building permit for demolition of the resource issuance of a Certificate of Appropriateness and approval of a Demolition application by the Historic Preservation Commission or Historic Preservation Subcommittee pursuant to the Ontario Development Code, Section 4.02.050, shall be required. A Certificate of Appropriateness shall not be issued for the demolition of the resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction.

MM CUL-8 Prior to issuance of a Certificate of Final Occupancy for the first building constructed within the Project site, enhancements to the Ontario Dairy Industry microdocumentary that features the operations of a functioning dairy located within the Ontario Ranch area focusing on the dairy history, themes, site, buildings, and stories gathered from new and archived oral interviews, dairy context and recent dairy surveys, shall be made. The Applicant will be responsible for producing additional field work to gather drone video footage of new development on former dairy lands, conduct a minimum of 2 oral interviews of city representatives, and make certain edits to incorporate the new material. Final deliverables include: 1) full length microdocumentary (approx. 30 minutes); 2) transcriptions of the 4 stakeholder interviews; and 3) separate videos of the 4 stakeholder interviews and will be submitted to the Planning Department for review and acceptance.

H. CUMULATIVE IMPACTS

All cumulative impacts for the environmental resource topics were adequately addressed in the TOP 2050 Supplemental EIR, and the Project is consistent with the findings of the TOP 2050 Supplemental EIR cumulative analysis, except for Biological and Historic Resources as outlined below. See TOP 2050 Supplemental EIR Sections 5.1: Aesthetics through 5.20: Wildfire for further discussion.

1. BIOLOGICAL RESOURCES

The cumulative study area for biological resources includes the southwestern San Bernardino County. This area consists of a variety of land uses that includes agricultural, residential, commercial, and industrial uses. The agricultural areas may include sensitive

habitats which may contain special-status plants, migratory bird species, and jurisdictional resources. However, as discussed above, Project development of Ownership Area 1 is subject to mitigation measures that would reduce impacts to special-status species to less than significant levels. Upon buildout of Ownership Area 2, implementation of MM BIO-5 would ensure that any focused surveys for special-status species likely to occur on-site are conducted. Required mitigation measures would be implemented prior to project approval and initiation of construction for Ownership Area 2. Therefore, the Project would result in a less than significant contribution to cumulative impacts to these resources, and impacts would not be cumulatively considerable.

Additionally, project development would not involve the removal of critical habitat and would not make a considerable contribution to the decline of wildlife species. The Project would remove potential raptor and migratory bird habitat through development of the mixed-use and business park structures. Although the existing agriculture may provide foraging habitat for raptors, it is not expected to be valuable, as the lands are actively maintained to minimize use by small mammals (prey for raptors) and active ground squirrel management programs are continually implemented. This loss of potential raptor foraging habitat would not make a cumulatively considerable contribution to the regional decline of raptors.

The types of birds affected are common to the region and the number of individuals would be limited given the type of vegetation proposed for removal (i.e., agriculture, ornamental plantings). Based on the types of species and expected limited number of nesting pairs affected, development of the Project would not make a cumulatively considerable contribution to the regional decline of native nesting bird populations. However, because native birds are protected by MBTA, mortality to a single native bird due to the Project would be in violation of the MBTA, CESA, or FESA. As discussed above, development activities performed outside of the avian breeding season would generally eliminate the need to conduct pre-activity nesting surveys for most common native species (other than BUOW), known to occur in the vicinity of the Project site, and would likely ensure that there are no constraints to construction relative to the MBTA/CFGC codes. Additionally, MM BIO-4 would ensure focused surveys for BUOW would be conducted and potential BUOW impacts are reduced to less than significant levels. Therefore, Project impacts to nesting birds would not be cumulatively considerable.

The Biological Resources Technical Report also indicated that the Project would not impact CDFW jurisdictional waters and riparian habitats. Thus, the Project would not make a cumulatively considerable contribution to the regional decline of jurisdictional waters.

Mitigation has been incorporated into the Project that would avoid direct impacts to any potentially sensitive wildlife species that may occur on-site. Mitigation Measures MM BIO-1 through MM BIO-4 would mitigate impacts to sensitive wildlife species for the Project's Ownership Area 1. Although there are potentially significant impacts to sensitive wildlife species due to uncertain conditions for Ownership Area 2, impacts are site-specific and are not otherwise anticipated to rise to a regional, cumulatively considerable impact with

incorporation of applicable mitigation measures. Concerning Ownership Area 2, MM BIO-5 would require a focused biological resources assessment and impact analysis. Further, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction within Ownership Area 2. This is anticipated to bring cumulative impacts to sensitive wildlife species to less than significant levels. Therefore, MM BIO-1 through MM BIO-5 would mitigate the potential of the Project to cumulatively combine with other projects; and the Project would not contribute to the cumulative loss of any special status wildlife species.

Lastly, the Project is consistent with TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050. This Focused EIR has incorporated, by reference, the TOP EIR (State Clearinghouse No. 2021070364), which address cumulative impacts from TOP 2050 buildout. The TOP EIR determined that buildout of TOP 2050 would not have significant impacts to biological resources through the implementation of proposed general plan policies that maintain the level of impact as less than significant levels for each impact threshold. The cumulative effects resulting from buildout of TOP 2050 were previously identified in the TOP EIR. The TOP EIR concluded that impacts to biological resources would be less than significant. The type, scale, and location of the Project's Ownership Area 1 is consistent with TOP 2050 land use and zoning designation and is compatible with the pattern of development that has been approved for adjacent properties. Although there may be a significant and unavoidable impact due to uncertain conditions for Ownership Area 2, these impacts are anticipated to be mitigated to less than significant levels or not otherwise rise to a regional cumulative impact. Considering this consistency, the potential cumulative environmental effects of the Project would fall within the impacts identified in the TOP EIR. Therefore, in consideration of the Project's significant and unavoidable impacts to biological resources, the Project would not be cumulatively considerable. (Draft Focused EIR, pp. 4.1-32 and 4.1-35)

2. HISTORIC RESOURCES

Impacts to historic resources are typically site specific and generally do not combine to result in cumulative impacts. Additionally, the Project site is not located in an area designated as a "Historic District" by the City. However, the Project site is within an area designated by the City as having a singular Historic Context related to the early-to-mid 20th century dairy farming industry. Specifically, the Project site is located within the Ontario Ranch area, formerly known as New Model Colony, an 8,200-acre portion of the former San Bernardino County Agricultural Preserve annexed by the City in 1999. In 2004, the City prepared an inventory of all historic-era properties within the Ontario Ranch area and approved a Historic Context that identified time periods and architectural styles that are historically and culturally significant within the Ontario Ranch area. The agricultural properties within the Ontario Ranch area have a shared history and consistent architectural themes. Therefore, the City recognizes that the historical resources within

the Project site exist in a broader historical context that is not site-specific. Tier II historic resources were identified within the Project site. As discussed in the Project's CEQA Guidelines Section 15183 Consistency Analysis, the TOP EIR did not explicitly analyze impacts to Tier II resources and instead deferred to the City's process for identifying and mitigating impacts. Additionally, the planned Ontario Ranch Road widening, as shown in TOP 2050, would expand the right-of-way of Edison Ranch/Ontario Ranch Road, which traverses the Project site in a north-south direction. The widening of this roadway has the potential to negatively affect eligible historic buildings and properties and is cumulatively considerable, in combination with the Project, with respect to historic resources. That is, vibrations from construction (e.g., grading, excavation, drilling, auguring, use and movement of heavy equipment, and other construction activities to remove the existing sidewalk and construct sidewalk, curb, and other roadway infrastructure) could physically impact historic resources given the proximity of this work to eligible historic buildings adjacent to Edison Ranch/Ontario Ranch Road. Additionally, the integrity of the setting around these historic resources (i.e., historic dairy farm/agriculture uses associated with the structures that lend itself to the historic significance of these resources) may be compromised by the Ontario Ranch Road widening. As depicted on Figure 4.2-1, the road widening would require the City to approve the modification/demolition/relocation of at least one of the historic buildings (Craftsman Bungalow) within 7587-7697 Edison Ave, as well as the historic Streamline Modern Milk Parlor within 8185 Edison Ave. Consequently, the Project includes mitigation measures to ensure proper identification, treatment, and preservation of historic resources within the Project site. While implementation of MM CUL-1 through MM CUL-8 would reduce Project-specific impacts to the extent feasible, Project-specific impacts to historic resources would remain significant and unavoidable.

Other projects within the historic resources cumulative study area, defined as the Ontario Ranch area, also have the potential to result in damage and/or loss to these resources. The combination of the Project as well as past, present, and reasonably foreseeable projects in the City and County would be required to comply with all applicable state, federal, County, and local regulations concerning preservation, salvage, or handling of cultural resources, including compliance with required mitigation. Similar to the Project, these projects also would be required to implement and conform to mitigation measures where determined by the City to avoid, minimize or offset impacts to significant historic resources. Additionally, historic resources investigations would be required for other projects before the City of Ontario would permit ground disturbances or demolition or substantial alteration of existing structures. Such investigations would identify resources that are or appear to be eligible for listing on the NRHP or CRHR. Such investigations would also recommend mitigation measures to protect and preserve historic resources. However, as discussed above, other projects have the potential to impact Tier II historic resources not analyzed by the TOP EIR. Therefore, in concert with other cumulative projects, the Project represents a potentially cumulatively considerable impact to historic

resources. These Project-related contribution to significant historic resource impacts has been mitigated to the extent feasible.

This Focused EIR has incorporated, by reference, the TOP EIR (State Clearinghouse No. 2021070364), which address cumulative impacts from City buildout. The TOP EIR determined that buildout of TOP 2050 would not have significant impacts to cultural resources through the implementation of proposed general plan policies and TOP EIR mitigation measures that would reduce impacts to less than significant levels for each impact threshold. The cumulative effects resulting from buildout of TOP 2050 were previously identified in the TOP EIR. The TOP EIR concluded that impacts to historical resources categorized under Chapter 4 of the City's Development Code as Tier III could potentially be impacted with implementation of TOP 2050 and would be potentially significant; and therefore, cumulatively considerable. It should be noted that the TOP EIR did not explicitly analyze impacts to Tier II resources and instead deferred to the City's process for identifying and mitigating impacts. The type, scale, and location of the Project is consistent with TOP 2050 land use and zoning designation and is compatible with the pattern of development that has been approved for adjacent properties. Considering this consistency, the potential cumulative environmental effects of the Project would fall within the impacts identified in the TOP EIR.

Therefore, in consideration of the Project's significant and unavoidable impacts to Tier II historic resources, the Project would be cumulatively considerable. (Draft Focused EIR, p. 4.2-37 and 4.2-40)

I. ALTERNATIVES TO THE PROPOSED PROJECT

The City Council hereby declares that it has considered and rejected as infeasible the alternatives identified in the EIR and described below. Section 15126.6 of the State CEQA Guidelines requires an EIR to describe a range of reasonable alternatives to the Project, or to the location of the Project, which could feasibly achieve most of its basic objectives, but would avoid or substantially lessen any of the significant effects identified in the EIR analysis. An EIR is not required to consider every conceivable alternative to a proposed project. Rather, an EIR must consider a reasonable range of alternatives that are potentially feasible; an EIR is not required to consider alternatives that are infeasible. In addition, an EIR should evaluate the comparative merits of the alternatives. Therefore, this section sets forth the potential alternatives to the Project analyzed in the EIR and evaluates them in light of the objectives of the Project, as required by CEQA.

Key provisions of the State CEQA Guidelines relating to the alternatives' analysis (§15126.6 et seq.) are summarized below (Draft Focused EIR at p. 6-1 through 6-2):

- [T]he discussion of alternatives shall focus on alternatives to the Project or its location which are capable of avoiding or substantially lessening any significant effects of the Project, even if these alternatives would impede to some degree the attainment of the Project objectives or would be more costly." (§15126.6[b]).
- "The specific alternative of 'no project' shall also be evaluated along with its impact." (§15126.6[e][1])

- "The no project analysis shall discuss the existing conditions at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced, as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. If the environmentally superior alternative is the 'no project' alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives." (§15126.6[e][2])
- "The range of alternatives required in an EIR is governed by a 'rule of reason' that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project." (§15126.6[f])
- "Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries…, and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site (or the site is already owned by the proponent)" (§15126.6[f][1])
- "Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR." (§15126.6[f][2][A])
- "An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative." (§15126.6[f][3])

1. RATIONALE FOR SELECTING POTENTIALLY FEASIBLE ALTERNATIVES

The alternatives must include a no-project alternative and a range of reasonable alternatives to the Project if those reasonable alternatives would attain most of the Project objectives while substantially lessening the potentially significant Project impacts. The range of alternatives discussed in an EIR is governed by a "rule of reason," which the State CEQA Guidelines §15126.6(f)(3) defines as:

> *. . . set[ting] forth only those alternatives necessary to permit a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine in detail only the ones that the lead agency determines could feasibly attain most of the basic objectives of the project. The range of feasible alternatives shall be selected and discussed in a manner to foster meaningful public participation and informed decision-making.*

Among the factors that may be taken into account when addressing the feasibility of alternatives (as described in the State CEQA Guidelines §15126.6(f)([1]) are environmental impacts, site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries,

and whether the Project proponent could reasonably acquire, control, or otherwise have access to an alternative site. An EIR need not consider an alternative whose effects could not be reasonably identified, and whose implementation is remote or speculative.

For purposes of this analysis, the Project alternatives are evaluated to determine the extent to which they attain the basic Project objectives, while significantly lessening any significant effects of the Project.

2. ALTERNATIVES CONSIDERED AND REJECTED DURING THE SCOPING/PROJECT PLANNING PROCESS

Section 15126.6(c) of the State CEQA Guidelines specifies that an EIR should (1) identify alternatives that were considered by the lead agency but were eliminated from detailed consideration because they were determined to be infeasible during the scoping process; and (2) briefly explain the reasons underlying the lead agency's determination. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives; (ii) infeasibility; and/or (iii) inability to avoid significant environmental impacts.

The following is a discussion of the land use alternative considered during the scoping and planning process and the reasons why it was not selected for detailed analysis in the EIR.

a. *Alternative Site*

CEQA requires that the discussion of alternatives focus on alternatives to the Project or its location that are capable of avoiding or substantially lessening any significant effects of the Project. The key question and first step in the analysis is whether any of the significant effects of the Project would be avoided or substantially lessened by putting the Project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the Project need be considered for inclusion in the EIR (State CEQA Guidelines §15126[5][B][1]). In addition, an alternative site need not be considered when implementation is "remote and speculative," such as when the alternative site is beyond the control of a project applicant.

In the event land could be purchased of suitable size and developmental characteristics, based on the known general conditions in the southern portion of the City of Ontario (City), an alternative site would likely have similar impacts as the Project. Given the size and nature of the Project and the Project objectives, it would be impractical and infeasible to propose the Project on an alternate site in the area with fewer environmental impacts.

Additionally, other land in the vicinity of the Project site or within the southern portion of the City have the potential to contain historical resources similar to the Project site. The potential for significant impacts could still occur with an alternative site. Given the size and type of the Project, a similarly sized project and use elsewhere would result in the same Project-level and cumulative impacts. Therefore, analysis of an alternative site for the proposed 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across medium, and mixed-use residential uses, and 67.26 acres of open space parkland/non-recreation uses, is neither meaningful nor necessary, because the

significant impacts resulting from the Project would not be avoided or substantially lessened by its implementation. (Draft Focused EIR, p. 6-5)

Finding: The City Council rejects the Alternative Site alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative does not avoid any significant and unavoidable impacts, (2) the alternative would likely not further reduce any of the proposed project's significant impacts; and (3) the alternatives are technically, financially, and legally infeasible given that there are no suitable alternative sites within the control of the Project applicant. Therefore, the Alternative Site alternative is eliminated from further consideration.

3. ALTERNATIVES SELECTED FOR FURTHER ANALYSIS

Based on the Project objectives identified in Draft Focused EIR Section 3.0: Project Description, the following three alternatives have been determined to represent a reasonable range of alternatives which have the potential to feasibly attain most of the basic objectives of the Project, but which may avoid or substantially lessen any of the significant effects of the Project. These alternatives are analyzed in detail in the following sections.

- Alternative 1: No Project/No Build Alternative
- Alternative 2: Avoidance Alternative
- Alternative 3: Reduced Development Area Alternative

a. *Alternative 1: No Project/No Build Alternative*

Description: Section 15126.6(e) of the State CEQA Guidelines requires analysis of the No Project Alternative. In accordance with the State CEQA Guidelines, the No Project/No Build Alternative for a development project on an identifiable property consists of the circumstance under which the Project does not proceed as provided by §15126.6(e)(3)(B) of the State CEQA Guidelines. Section 15126.6(e)(3)(B) provides that, "In certain instances, the no project alternative means 'no build' wherein the existing environmental setting is maintained." Under the No Project/No Build Alternative, the Project would not be developed, and no new development would occur; however, the existing conditions would remain in operation.

The Project site is occupied by existing agricultural uses, including the raising of livestock, field crop farming, dairy farming activities, and rural residences scattered throughout the area. Rural residential housing, farm buildings and other ancillary facilities occupy those areas not in active agricultural production. The natural vegetation and soil conditions that once occurred throughout the Project area have been significantly altered through agricultural uses, leaving little or no native vegetation. (Draft Focused EIR, p. 6-5 through 6-6)

Impacts: Biological Resources

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. No grading or development would occur under this alternative, and there would be no potential impacts to

sensitive wildlife species and migratory and nesting birds that may be present on the Project site. Therefore, the No Project/No Build Alternative would avoid on-site disturbances to biological resources. Ownership Area 1 of the Project would have a less than significant impact on biological resources after implementation of mitigation measures. However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable even with the implementation of recommended mitigation. Therefore, impacts under this alternative would be reduced compared to the proposed Project. (Draft Focused EIR, p. 6-6)

Historic Resources

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. There are several dairy farm related buildings and structures within the Project site that are considered potential historic resources by the City of Ontario. Dairy farm related buildings and structures over 45 years or older have been identified, documented, and evaluated for national, state and local historic significance as part of the environmental review for the Project.

Properties with buildings and/or structures that have been surveyed and determined to meet local and state designation criteria, will be considered for adaptive reuse, relocation or other mitigation measures as required by the City of Ontario Historic Preservation Commission.

Existing uses surrounding the Project site are similar to those on the site, consisting of ongoing crop farming, dairy operations, a nursery, and rural residences. Accordingly, the No Project/No Build Alternative provides a comparison between the environmental impacts of the Project as compared to the current environmental conditions, resulting from not approving or denying the Project.

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. No grading or development would occur under this alternative, and there would be no potential impacts to the five historic resources properties. Therefore, the alternative would avoid the Project's significant and unavoidable impact on historic resources and its less than significant impact with mitigation incorporated on historic resources. Impacts would be reduced compared to the proposed Project. (Draft Focused EIR, p. 6-6)

<u>Attainment of Project Objectives</u>:

Ability to Reduce Impacts

The No Project/No Build Alternative would reduce impacts related to biological resources and historic resources that would occur from implementation of the proposed Project.

Ability to Achieve Project Objectives

Implementation of the No Project/No Build Alternative means that new development would not occur on the Project site, and none of the Project objectives would be achieved under this alternative. Under the No Project/No Build Alternative, the Project would not design the project specific plan as a living community; the Project would not create a Comprehensive Circulation System for Multiple Modes of Travel; the Project would not provide for City-Planned Public Community Facilities and Services; the Project would not integrate Parks and Trails into the Framework of the Project Specific Plan; and the Project would not compose "A Genius of Place" through Exceptional Planning and Distinct Architecture.

Finding: The City Council rejects Alternative 1: No Project/No Build Alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet any of the Project objectives and would not provide any of the Project benefits that would occur with the implementation of the proposed Project, including creating a professional, well-maintained and attractive environment for development; and (2) TOP 2050 envisions the Ontario Ranch area will include housing, commercial and Business Park areas, parks, recreational uses, trails and bike links. Specific plans are required to guide development in Ontario Ranch to ensure the City objectives are achieved. The CenterPark Specific Plan, the proposed Project, is a major "next step," creating a specific plan to implement the vision outlined by the City of Ontario for the western portion of the Ontario Ranch area, formerly New Model Colony.

b. *Alternative 2: Avoidance Alternative*

Description: The Avoidance Alternative would avoid eligible historic structures identified in Section 4.2: Historic Resources. (Draft Focused EIR, p. 6-7)

Impacts: Biological Resources

The Avoidance Alternative would cover the same impact area as the Project site. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level for Ownership Area 1. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the extent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, impacts would be the same to those of the proposed Project.(Draft Focused EIR, p. 6-7)

Historic Resources

The Avoidance Alternative could reduce impacts to historic resources on site by orienting the pattern to avoid historic structures, discussed in more

detail in Draft Focused EIR Section 4.2: Historic Resources. See Draft Focused EIR Section 4.2: Historic Resources, Figure 4.2-1: Ontario Ranch Road Widening, Historic Resources Map for locations of eligible historic resources. For the specifics of each address, see below:

7587-7697 Edison Avenue (Craftsman Bungalow style residence, Ranch-style residence and milk parlor): At the halfway point between Bon View Avenue and Campus Avenue, 7587-7697 Edison Avenue fronts Edison Avenue/Ontario Ranch Road from the south. A residential development is planned for that area, and 7587 Edison Avenue occupies the most logical entry point into the tract. 7587-7697 Edison Avenue, which is an eligible resource, contains three eligible historic structures including a Craftsman Bungalow, Ranch-style residence and Ranch-style milk parlor adjacent to Edison Avenue/Ontario Ranch Road. Under this alternative, development would be restricted in the immediate area of the historic structures, immediately adjacent to the Edison Avenue/Ontario Ranch Road right-of-way.

8185 Edison Avenue (Streamline Moderne Milk Parlor): East of Grove Avenue and fronting Edison Avenue/Ontario Ranch Road from the south, 8185 Edison Avenue occupies the City's TOP 2050 planned location of a mixed-use residential and retail/office center as well as a regional park that would extend beyond the Project site to the south. 8185 Edison Ave, which meets local landmark designation and other City criteria for historic resources, contains two eligible historic structures including a Ranch- Style residence and Streamline Moderne milk parlor. Under this alternative, development would be restricted in the immediate area of the historic structure, at the corner of Grove Avenue and Edison Avenue/Ontario Ranch Road.

8335-8381 Edison Avenue (Craftsman Bungalow style residence): Fronting Edison Avenue/Ontario Ranch Road from the south, 8335-8381 Edison Avenue occupies the City's TOP 2050 planned location of a mixed-use residential and retail/office center as well as a regional park that would extend beyond the Project site to the south. 8335-8381 Edison Avenue contains one eligible historic structure, a Craftsman Bungalow style residence. Under this alternative, development would be restricted in the immediate area of the historic structure, immediately adjacent to the Edison Avenue/Ontario Ranch Road right-of-way.

Under the Avoidance Alternative, the above-mentioned historic buildings would be avoided. However, the integrity of the setting around these historic resources (i.e., historic dairy farm/agriculture uses associated with the structures that lend themselves to the historic significance of these resources) may be compromised, including loss of portions of the parcels associated with each historic structure (the parcels themselves are

considered historically significant). Therefore, the Avoidance Alternative would avoid impacts to existing historic structures but would have similar impacts as the Project concerning the three historic resources properties, which would not be fully avoided, with a potential to adversely affect any undiscovered historic resources on the Project site. As such, the alternative would not avoid the Project's significant and unavoidable impacts on historic resources. Impacts would be similar compared to the proposed Project. (Draft Focused EIR, p. 6-7 and 6-8)

Attainment of Project Objectives:

Ability to Reduce Impacts

The Avoidance Alternative would cover the same impact area as the Project site. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level for Ownership Area 1. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the extent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, biological resource impacts would be the same to those of the proposed Project.

The Avoidance Alternative would avoid impacts to existing historic structures but would have similar impacts as the Project to eligible historic resources properties with potential to adversely affect any undiscovered historic resources on the Project site. However, the Avoidance Alternative would not avoid the Project's significant and unavoidable impacts on the three resources that are recommended eligible for listing under the California Register of Historic Resources and/or for designation as a City of Ontario Historic Landmark. Potentially significant impacts would occur to historic resources under the Avoidance Alternative. Therefore, impacts on historic resources under the Avoidance Alternative would be similar compared to the Project.

Ability to Achieve Project Objectives

Implementation of the Avoidance Alternative would achieve the Project objectives, but not to the extent as would be achieved by the proposed Project. In avoiding these five historic resources, located within PA 7, 11, and 13 of the Project's Specific Plan, circulation into and out of these tracts would be disrupted. In addition, installation of utilities to serve the remaining Specific Plan area would be complicated. Furthermore, 8185 and 8335-8381 Edison Avenue occupies the City's TOP 2050 planned location of a retail center in the mixed-use zoning. The retail center is an important draw for the planned City TOP 2050 park, maintaining its character and placing its retail tenants in ideal locations for visibility and accessibility. As the

historic structures block potential entry points, marketing visibility, and tenant locations, leaving them in place limits this Alternative's attainment of certain Project objectives: Create a Comprehensive Circulation System for Multiple Modes of Travel and Compose "A Genius of Place" through Exceptional Planning and Distinct Architecture.

Lastly, the planned Ontario Ranch Road widening, as shown in TOP 2050, would expand the right-of-way of Edison Avenue/Ontario Ranch Road, which traverses the Project site in a east-west direction. The widening of this roadway has the potential to negatively affect eligible historic buildings and properties and is cumulatively considerable, in combination with the proposed Project, with respect to historic resources. That is, vibrations from construction (e.g., grading, excavation, drilling, auguring, use and movement of heavy equipment, and other construction activities to remove the existing sidewalk and construct sidewalk, curb, and other roadway infrastructure) could potentially physically impact historic resources given the proximity of this work to eligible historic buildings adjacent to Edison Avenue/Ontario Ranch Road. Although this Alternative seeks to avoid impacts to historic structures, the integrity of the setting around these historic resources (i.e., historic dairy farm/agriculture uses associated with the structures that lend itself to the historic significance of these resources) may be compromised. As depicted on Draft Focused EIR Section 4.2: Historic Resources, Figure 4.2-1, the planned Ontario Ranch Road widening would physically impede at least one of the historic buildings (Craftsman Bungalow) within 7587-7697 Edison Avenue as well as the historic Streamline Modern Milk Parlor within 8185 Edison Avenue. Even if this Alternative were implemented, the historic structures and properties would likely be impacted by planned Edison Avenue/Ontario Ranch Road widening, rendering the effectiveness of the Alternative in reducing impacts to historic resources moot.

Finding: The City Council rejects Alternative 2: No Project/Existing General Plan Alternative, which was analyzed against the TOP 2050. TOP 2050 envisions the Ontario Ranch area will include housing, commercial and Business Park areas, parks, recreational uses, trails, and bike links. Specific plans are required to guide development in Ontario Ranch to ensure the City objectives are achieved. The CenterPark Specific Plan, the proposed Project, is a major "next step," creating a specific plan to implement the vision outlined by the City of Ontario for the western portion of the Ontario Ranch area, formerly New Model Colony.

c. *Alternative 3: Reduced Development Area Alternative*

Description: The Reduced Development Area Alternative proposes an approximately 21 percent reduction (approximately 55 acres) in building area of the proposed medium-density residential, mixed-use residential, and open space

parkland/non-recreation uses within Planning Areas (PAs) 7, 11, 13, 14, 17, and 18. Compared to the proposed Project, the Reduced Development Area Alternative would completely avoid Assessor Parcel Numbers 1053-371-01, 0216-321-03, 0216-322-03, and 0216-322-04. Under this alternative, a total of 162,183 square feet (SF) of commercial retail/office uses; up to 3,137 residential units across medium-density and mixed-use residential uses; and 44.32 acres of open space parkland/non-recreation uses would occur. (Draft Focused EIR, p. 6-8)

Impacts: Biological Resources

The Reduced Development Area Alternative would result in similar impacts to biological resources, compared to the proposed Project. The Reduced Development Area Alternative would disturb approximately 21 percent less land than the Project; however, similar biological resource impacts would occur as similar level of disturbance would occur. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the extent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, impacts would be the same as those of the proposed Project. (Draft Focused EIR, p. 6-8)

Historic Resources

The Reduced Development Area Alternative would result in reduced impacts to historic resources compared to the proposed Project. The Reduced Development Area Alternative would completely avoid Assessor Parcel Numbers 1053-371-01, 0216-321-03, 0216-322-03, and 0216-322-04, as these parcels contain historic resources. Under this alternative, a total of 162,183 SF of commercial retail/office uses; up to 3,137 residential units across medium-density and mixed-use residential uses; and 44.32 acres of open space parkland/non-recreation uses would occur. That is, compared to the proposed Project, the Reduced Development Area Alternative would develop approximately 521 fewer medium density residential dwelling units (DUs) within PA 7, 384 fewer mixed-use residential units within PA 11, and 251 fewer medium density residential DUs within PA 13 (1,156 total residential DUs). Additionally, the Reduced Development Area Alternative would develop 40,955 SF fewer mixed-use retail uses, and 47,781 fewer mixed-use office uses compared to the proposed Project. The development impact area would generally remain the same as the Project, except for those areas that are considered eligible historic resources and contain eligible structures: 7587-7697 Edison Avenue, 8185 Edison

Avenue, and 8335-8381 Edison Avenue. Access to the Project site would be similar to the proposed Project along Edison Avenue, Bon View Avenue, Cucamonga Avenue, Grove Avenue, Parco Avenue, and Walker Avenue. However, access via Campus Avenue would be eliminated under this alternative. Additionally, internal access through the Project site between Campus Avenue and Walker Avenue would be eliminated. Given the infrastructure costs, including off-site improvements, a 21 percent reduction is considered aggressive and further reduction is likely not financially feasible.

The Reduced Development Area Alternative would result in lessened impacts to existing historic resources with a potential to adversely affect any undiscovered historic resources on the Project site. Under the Reduced Development Area Alternative, there would be no potential impacts to the three historic resources properties. Therefore, the alternative would avoid the Project's significant and unavoidable impact on historic resources and its less than significant impact with mitigation incorporated on historic resources. Impacts would be reduced compared to the proposed Project. (Draft Focused EIR, p. 6-8 and 6-9)

Attainment of Project Objectives:

Ability to Reduce Impacts

The Reduced Development Area Alternative would result in similar impacts to biological resources, compared to the proposed Project. The Reduced Development Area Alternative would disturb approximately 21 percent less land than the Project; however, similar biological resource impacts would occur as similar level of disturbance would occur. For Ownership Area 1, impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level. For Ownership Area 2, impacts to sensitive wildlife species and migratory and nesting birds would have significant and unavoidable impacts, because the extent of impacts within Ownership Area 2 cannot be known at this time even with the implementation of recommended mitigation. Therefore, biological impacts would be same to those of the proposed Project.

The Reduced Development Area Alternative would result in lessened impacts to existing historic resources with a potential to adversely affect any undiscovered historic resources on the Project site. Compared to the Project, potentially significant impacts would not occur to historic resources under the Reduced Development Area Alternative. Therefore, impacts on historic resources under the Reduced Development Area Alternative would be reduced compared to the Project.

Overall impacts under the Reduced Development Area Alternative would be reduced compared to the Project.

Ability to Achieve Project Objectives

Implementation of the Reduced Development Area Alternative would achieve the Project objectives, but not to the extent as would be achieved by the proposed Project. The 21 percent Project reduction would provide less residential and mixed-used retail/office uses. This alternative would not fully meet the objective of City-Planned Public Community Facilities and Services as with the 21 percent reduction, as this alternative would contribute approximately 23 fewer acres towards the conceptual neighborhood park, a large public regional park around which the Project's open space concept and pedestrian circulation is oriented. Additionally, the Reduced Development Area Alternative would result in reduced internal circulation throughout the Project site, compared to the proposed Project. As shown in Draft Focused EIR Section 6.0: Alternatives, Figure 6-1: Reduced Development Area Alternative, the exclusion of PAs 7, 11, 13, 14, 17, and 18 (Alternative Reduction Areas) would eliminate local connectivity throughout the entirety of the Project site. As a result, this alternative would not fully meet the objective of a Comprehensive Circulation System for Multiple Modes of Travel, as the local street system envisioned by the proposed Project (see Draft Focused EIR Section 3.0: Project Description, Figure 3-10: Conceptual Circulation Plan) would not be achievable under this alternative. Furthermore, the 21 percent Project reduction would attract fewer or smaller businesses and less employment opportunities to area residents. In addition, the smaller development would provide less flexibility to meet the needs of an ever-changing business market.

The City's Housing Element identifies the City's Regional Housing Needs Assessment (RHNA) target for the 2021 to 2029 cycle at 20,854 units which is inclusive of Extremely/Very Low Income, Low Income, Moderate Income, and Above Moderate-Income housing. The proposed Project would create an additional 4,293 units of housing within the City, which would be completed prior to and after 2029. As such, implementation of the Project would aid the City in reaching its 2029 RHNA goal. The Reduced Development Area Alternative would contribute 1,156 fewer residential DUs to help meet the City's Regional Housing Needs Assessment goals, compared to the proposed Project. Therefore, this alternative may also affect the City's ability to meet certain housing objectives identified in TOP 2050.

Lastly, the planned Edison Avenue/Ontario Ranch Road widening, as shown in TOP 2050, would expand the right-of-way of Edison Ranch/Ontario Ranch Road, which traverses the Project site in a east-west direction. The widening of this roadway has the potential to negatively affect eligible historic buildings and is cumulatively considerable, in combination with the proposed Project, with respect to historic resources. That is,

vibrations from construction (e.g., grading, excavation, drilling, auguring, use and movement of heavy equipment, and other construction activities to remove the existing sidewalk and construct sidewalk, curb, and other roadway infrastructure) could physically impact historic resources given the proximity of this work to eligible historic buildings adjacent to Edison Avenue/Ontario Ranch Road. Additionally, under this alternative, the eligible historic buildings would be left in place. However, the integrity of the setting around these historic resources (i.e., historic dairy farm/agriculture uses associated with the structures that lend itself to the historic significance of these resources) may be compromised. As depicted on Draft Focused EIR Section 4.2: Historic Resources, Figure 4.2-1, the planned Ontario Ranch Road widening would physically impede at least one of the historic buildings (Craftsman Bungalow) within 7587-7697 Edison Avenue as well as the historic Streamline Modern Milk Parlor within 8185 Edison Avenue.

As with the Avoidance Alternative, even if the Reduced Development Area Alternative were implemented, the historic structures and properties would likely be impacted by planned Ontario Ranch Road widening, rendering the effectiveness of the Alternative moot.

Finding: The City Council rejects Alternative 3: Reduced Intensity Alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative would not achieve the project benefits to the extent the proposed Project does since a reduction in intensity would generate less job opportunities in the City; (2) the alternative fails to avoid or reduce the Project's significant and unavoidable impacts relating to agricultural and forestry resources, air quality, biological resources, and historical resources; and (3) the alternative is infeasible.

4. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

CEQA requires a lead agency to identify the "environmentally superior alternative" and, in cases where the "No Project" Alternative is environmentally superior to the proposed Project, the environmentally superior development alternative must be identified. The Reduced Intensity Alternative has been identified as "environmentally superior" to the proposed Project.

Reduced Development Area Alternative

The Reduced Development Area Alternative has been identified as the environmentally-superior alternative because it would result in lessened impacts related to historic resources such that the Project's significant and unavoidable impacts would be reduced to a less than significant level under this alternative. Additionally, impacts related to biological resources would be similar to the proposed Project under the Reduced Development Area Alternative. However, while the Reduced Development Area Alternative would reduce impacts related to historic resources, compared to the proposed Project, the Reduced Development Area Alternative would be less effective at accomplishing the Project objectives.

CEQA does not require the lead agency (the City of Ontario) to choose the environmentally superior alternative. Instead, CEQA requires the City to consider environmentally superior alternatives, weigh those considerations against the environmental impacts of the proposed Project, and make findings that the benefits of those considerations outweigh the harm. "Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts" (State CEQA Guidelines Section 15126.6[c]). (Draft Focused EIR, p. 6-14)

J. ADDITIONAL CEQA CONSIDERATIONS

1. SIGNIFICANT IRREVERSIBLE CHANGES DUE TO THE PROPOSED PROJECT

Section 15126.2(c) of the State CEQA Guidelines requires that an EIR describe any significant irreversible environmental changes that would be caused by the proposed project should it be implemented. Specifically, the State CEQA Guidelines state:

> *"Uses of nonrenewable resources during the initial and continued phases of the project may be Primary impacts and, particularly, secondary impacts (such as highways improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified."*

Generally, a project would result in significant irreversible environmental changes if:

- The primary and secondary impacts would generally commit future generations to similar uses;
- The project would involve a large commitment of nonrenewable resources;
- The project would involve uses in which irreversible damage could result from any potential environmental accidents associated with the project; or
- The proposed irretrievable commitments of nonrenewable resources are not justified (e.g., the project involves the wasteful use of energy).

In the case of the proposed CenterPark Specific Plan Project, its implementation would involve a land use, development, and implementation framework to support up to a maximum build-out of up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across medium, and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses, and associated on-site and off-site infrastructure improvements within the City. According to the Project's *CEQA Guidelines Section 15183 Consistency Analysis* (Draft Focused EIR Appendix F*)*, significant irreversible changes that would be caused by implementation of the Project would be:

- Construction activities that would entail the commitment of nonrenewable and/or slowly renewable energy resources; human resources; and natural resources such as lumber and other forest products, sand and gravel, asphalt, steel, copper, lead, other metals, water, and fossil fuels.

- Operation that would require the use of natural gas and electricity, petroleum-based fuels, fossil fuels, and water. The commitment of resources required for the operation of the Project would limit the availability of such resources for future generations or for other uses during the life of the Project.
    - Increased traffic on area roadways;
    - Emissions of air pollutants associated with operations; and
    - Consumption of non-renewable energy associated with operation of the Project due to the use of automobiles, lighting, heating and cooling systems, and appliances.
- An increased commitment of social services and public maintenance services (e.g., police, fire, sewer, and water services) would also be required. The energy and social service commitments would be long-term obligations in view of the low likelihood of returning the land to its original condition once it has been developed.
- Employment growth related to Project implementation would increase vehicle trips over the long term. Emissions associated with such vehicle trips would continue to contribute to the South Coast Air Basin's (SCAB) nonattainment designations for ozone, particulate matter (PM10 and PM2.5), under the California and National Ambient Air Quality Standards (CAAQS and NAAQS, respectively), and nonattainment for nitrogen dioxide (NO2) under the CAAQS.

Given the low likelihood that the land would revert to lower intensity uses or to its current form, the Project would generally commit future generations to these environmental changes. However, as discussed in Draft Focused EIR Section 3.0: Project Description, the Project is committed to sustainable design strategies that integrate principles of environmental stewardship into the design and construction process. Appropriate strategies would be determined for each phase of the Project. Strategies include, but are not limited to:

Sustainable Construction & Technology Concepts

- Design and construct energy-efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.
- Employ passive design including skylights, building orientation, landscaping, and strategic colors to improve building energy performance.
- Reduce the heat island effect by providing shade structures and trees that produce large canopies. In addition, choose roof and paving materials that possess a high level of solar reflectivity.
- Use recycled and other environmentally-friendly building materials wherever possible.
- Use energy-efficient light-emitting diode (LED) (or similar) products.
- Use drought-tolerant landscaping with drip irrigation and include plantings such as trees, shrubs, groundcovers and/or vines. Optional amenities include benches, trellises, thematic fencing, and decorative walkways.

Water Quality

- Utilize landscape areas including retention/infiltration swales and basins, or employ bio treatment when infiltration is infeasible, as required by the San Bernardino County Municipal Separate Storm Sewer System Permit and Water Quality Management Plan.
- Select native and drought-tolerant plants to reduce water demand.
- Use recycled water to irrigate landscape areas and for other appropriate uses. The use of recycled water for certain purposes is required by the City Recycled Water Master Plan.

The commitment of resources to the Project is not unusual or inconsistent with projects of this type and scope. However, once these commitments are made, it is improbable that the Project area would revert back to its current condition. Thus, the Project would result in significant irreversible changes to the environment throughout the lifespan of the structures. (Draft Focused EIR, p. 5-1 through 5-3)

2. GROWTH-INDUCING IMPACTS OF THE PROPOSED PROJECT

Pursuant to Sections 15126(d) and 15126.2(d) of the CEQA Guidelines, this section is provided to examine ways in which the Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. To address this issue, potential growth-inducing effects will be examined through analysis of the following questions:

- Would this project remove obstacles to growth, e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development?
- Would this project result in the need to expand one or more public services to maintain desired levels of service?
- Would this project encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?
- Would approval of this project involve some precedent-setting action that could encourage and facilitate other activities that could significantly affect the environment?

Please note that growth-inducing effects are not to be construed as necessarily beneficial, detrimental, or of little significance to the environment. This issue is presented to provide additional information on ways in which this Project could contribute to significant changes in the environment, beyond the direct consequences of developing the land use concept examined in the preceding sections of the Draft Focused EIR.

1. *Would this project remove obstacles to growth, e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development?*

The removal of a physical obstacle to growth, such as the construction or extension of major infrastructure facilities that are not presently in the area, would be considered a potentially growth inducing impact. As discussed in Draft Focused EIR Section 3.0, the Project would include various new infrastructure improvements on-site and off-site,

including water, wastewater, storm drain facilities, roadway improvements, and dry utilities (natural gas, electricity, telecommunications).

Implementation of the Project would require the construction and improvement of roadways and extension of major infrastructure into areas off-site that would facilitate additional planned growth, consistent with TOP 2050. Although the infrastructure improvements are planned for in the City's master plans, the improvements would allow further development to occur within the Ontario Ranch area. The Project is consistent with TOP 2050 and its associated TOP EIR, which evaluated long-term implications associated with the site's land use designations. Therefore, the Project would remove obstacles to growth to accommodate the demands of this Project at full buildout, which could allow for future development in the area once adequate infrastructure is in place and would be considered growth inducing.

2. *Would this project result in the need to expand one or more public services to maintain desired levels of service?*

As the City continues to develop, it requires the further commitment of public services in the form of fire protection, police services, and other public facilities. The Project is consistent with TOP 2050 and its associated TOP EIR, which evaluated long-term implications associated with the site's land use designations. As discussed in the Project's CEQA Guidelines Section 15183 Consistency Analysis (Draft Focused EIR, Appendix F), the Project would not necessitate the immediate expansion of existing resources in order to maintain desired levels of service. The Project would not, therefore, have significant growth-inducing consequences with respect to public services.

3. *Would this project encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?*

During Project construction, a number of design, engineering, and construction-related jobs would be created. However, construction related jobs would not result in a significant population increase because they would be filled by workers in the region and the construction phase would be temporary.

As shown in Draft Focused EIR Section 5.0: Other CEQA Considerations, Table 5 1: Ownership Area 1 Project Generated Employment, the Ownership Area 1 would result in the creation of approximately 234 new long-term jobs. As the number of employees in the Project area grows, these employees would seek shopping, entertainment, auto maintenance, and other economic opportunities in the surrounding area. This would facilitate economic goods and services and could, therefore, encourage the creation of new businesses and/or the expansion of existing businesses to address these economic needs.

However, the increase in opportunities for employees would not create substantial growth inducement because it would improve the jobs-housing ratio, growth could be accommodated within regional and local projections, and jobs would be filled by the local workforce. As stated in the Project's CEQA Guidelines Section 15183 Consistency Analysis, the Project, inclusive of Ownership Areas 1 and 2, would result in an improvement in the jobs-household balance, which is currently in a housing-rich area.

The majority of new jobs that would be created by implementation of the Project would be positions that do not require a specialized workforce, and this type of workforce exists in the City and surrounding areas. Thus, due to the availability of a workforce within the City, it is anticipated that new jobs would be filled by people within the City and the immediately surrounding communities and would not induce an unanticipated influx of new labor into the City. Although, the Project would result in new permanent employment opportunities and stimulate economic activity, it would meet future employment demands anticipated in SCAG's regional growth projections. Lastly, the Project is consistent with TOP 2050 and its associated TOP EIR, which evaluated long-term implications associated with the site's land use designations. Overall, the Project would not result in increased levels of growth that would otherwise not occur. Therefore, the Project would not encourage or facilitate economic effects that could significantly affect the environment.

4. *Would approval of this project involve some precedent-setting action that could encourage and facilitate other activities that could significantly affect the environment?*

The Project consists of a Specific Plan to allow for a residential and mixed-use retail/office development on 29 parcels covering approximately 257.34 acres in the City. The development would include up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across medium, and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses, and associated on-site and off-site infrastructure improvements. Pressures to develop other land in the surrounding area would derive from regional economic conditions and market demands for housing, commercial, and mixed-use land uses that are not directly or indirectly influenced by zoning actions on a particular property. Lastly, the Project is consistent with TOP 2050 and its associated TOP EIR, which evaluated long-term implications associated with the site's land use designations. Approval of the proposed Project would not, therefore, involve a precedent-setting action that could be applied to other properties and thereby encourage or facilitate growth that would not otherwise occur.

<u>Environmental Impacts of Induced Growth</u>

As described above, implementation of the Project would provide development to accommodate City forecasted employment demands. All physical environmental effects from construction of development have been analyzed in the technical section of this Draft Focused EIR. For example, activities such as excavation, grading, and construction as required for the proposed commercial retail/office, residential and open space parkland/non-recreation uses, were analyzed in Draft Focused EIR Section 4.1 Biological Resources and Section 4.2: Historic Resources and the Project's CEQA Guidelines Section 15183 Consistency Analysis (Draft Focused EIR Appendix F). Therefore, construction of the Project has been analyzed in this Draft Focused EIR and would be adequately mitigated either through implementation of Plans, Programs, and Policies (PPPs) and/or mitigation measures contained in Section 4.1 and Section 4.2, of the Draft Focused EIR. (Draft Focused EIR, p. 5-1 through 5-6)

SECTION 5. Statement Of Overriding Considerations. CEQA requires decision makers to balance the benefits of the proposed Project against its unavoidable environmental risks when determining whether to approve the project. If the benefits of the project outweigh the unavoidable adverse effects, those effects may be considered "acceptable" (State CEQA Guidelines §15093[a]). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are infeasible to mitigate. Such reasons must be based on substantial evidence in the FEIR or elsewhere in the administrative record (State CEQA Guidelines §15093 [b]). The agency's statement is referred to as a Statement of Overriding Considerations. The following provides a description of the project's significant and unavoidable adverse impact and the justification for adopting a statement of overriding considerations.

A. SIGNIFICANT AND UNAVOIDABLE IMPACTS

The City identifies the following significant unavoidable adverse impacts of the Project, which would continue to be applicable upon implementation of the proposed Project:

Biological Resources

- Impact 4.1-1: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (Ownership Area 2 Only)
- Impact 4.1-2: Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (Ownership Area 2 Only)
- Impact 4.1-3: Have substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Ownership Area 2 Only)
- Impact 4.1-5: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Ownership Area 2 Only)

Historic Resources

- Impact 4.2-1: Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

B. PROJECT BENEFITS IN SUPPORT OF THE STATEMENT OF OVERRIDING CONSIDERATIONS

The following section describes the benefits of the proposed Project that outweigh the project's unavoidable adverse effects and provides specific reasons for considering the Project acceptable even though the Final Focused EIR has indicated that there will be eight significant and unavoidable project impacts if the mitigation measures for Impact

4.2-1 (Draft Focused EIR Appendix F), Impact 4.3-1(Draft Focused EIR Appendix F), Impact 4.3-2 (Draft Focused EIR Appendix F), and Impact 4.1-1, Impact 4.1-2, Impact 4.1-3, Impact 4.1-5, Impact 4.2-1 (Draft Focused EIR) are implemented. Accordingly, this Statement of Overriding Considerations regarding potentially significant adverse environmental impacts resulting from the proposed Project, as set forth below, has been prepared. Pursuant to CEQA Guidelines §15093(c), the Statement of Overriding Considerations will be included in the record of the Project approval and will also be noted in the Notice of Determination. Each of the benefits identified below provides a separate and independent basis for overriding the significant environmental effects of the proposed Project.

Having reduced the potential effects of the proposed Project through all feasible mitigation measures as described previously herein, and balancing the benefits of the proposed Project against its potential unavoidable adverse impacts, the City finds that the following legal requirements and benefits of the proposed Project individually and collectively outweigh the potentially significant unavoidable adverse impacts for the following reasons:

1. Implements the Objectives Established for the Proposed Project

The Project objectives include creating a professional, well-maintained, and attractive environment for development; providing entitlements and framework for development of mixed-uses; providing employment opportunities for community residents; facilitating the construction of utilities, roads, and other major infrastructure; expanding Ontario's mixed uses in proximity to local airports and regional transportation networks; and creating an economic engine to drive future growth and spur improvements in the area.

2. Provides Employment Opportunities

The Project would provide high-quality mixed uses within the City and the TOP area and would increase employment opportunities for City and area residents. The proposed Project would include up to 115,809 square feet of commercial retail uses, up to 4,293 residential units generating 10,183 residents, and 135,110 square feet of office uses which would generate employment opportunities.

3. Provides Substantial Infrastructure Improvements

The Project will be responsible for the construction of area-wide infrastructure construction within the Ontario Ranch area, including roadway, water, and sewer and storm drains as set forth in the Draft Focused EIR and CenterPark Specific Plan. The Project would construct improvements and infrastructure consistent with the 2050 TOP and the City's various master plans for roadways and sewers, among others.

4. Consistency with the Regional Goals in the RTP/SCS

SCAG's 2020-2045 RTP/SCS was adopted September 3, 2020. The RTP/SCS identifies that land use strategies that focus on new housing and job growth in areas served by high quality transit and other opportunity areas would be consistent with a land use development pattern that supports and complements the proposed transportation network. The overarching strategy in the 2020-2045 RTP/SCS is to provide for a plan that allows the southern California region to grow in more compact communities in existing

urban areas; provide neighborhoods with efficient and plentiful public transit and abundant and safe opportunities to walk, bike, and pursue other forms of active transportation; and preserve more of the region's remaining natural lands.

The proposed Project would create an economic engine to drive future growth in Ontario Ranch, spur infrastructure improvements in the area, and would allow for the development of urban uses on currently underutilized land. The implementation of the proposed Project would facilitate the construction of roads and other major infrastructure investments that will ensure that mobility accessibility for people and goods would be maximized. The Specific Plan would expand Ontario's mixed uses in proximity to local airports and regional networks, and the vehicular and pedestrian improvements called for in the Specific Plan would be implemented and maintained to meet the needs of employees and visitors. Additionally, all modes of public and commercial transit throughout the Project area would be required to follow safety standards set by state, regional, and local regulations. The proposed Specific Plan would preserve and ensure access to the local public transportation near the Project site. The proposed Project would improve and maintain local and area-serving transportation systems to maximize efficiency and productivity. Moreover, the proposed Project would incorporate energy efficiency and sustainability strategies.

5. Consistency with the City's Community Climate Action Plan

The Project will comply with the City's adopted CAP, which strives to achieve GHG reductions City-wide that comply with the State's reduction requirements. The primary purpose of the City's Community CAP is to design a feasible strategy to reduce GHG emissions generated by community activities that is consistent with statewide Scoping Plan GHG reduction efforts. TOP 2050, which includes the CCAP, identifies GHG emissions policies and reductions targets for the City of Ontario that would ensure consistency with the State GHG reduction goals and substantial progress toward the State's carbon neutrality goals. As a result, projects consistent with the CCAP are also consistent with the California Air Resources Board (CARB) Scoping Plan and other applicable GHG reduction plans. With the implementation of CCAP, TOP 2050 would result in an 80 percent decrease in GHG emissions in the City by 2050 from existing conditions.

6. Remediates On-site Contamination

The Project would remediate existing site conditions, which consist of historic agricultural and dairy-related uses that contributed to on-site contamination.

C. CONCLUSION

The City Council of Ontario has balanced the Project's benefits against the significant unavoidable impacts. The City Council finds that the proposed Project's benefits, which aim to meet the goals and policies of the City of Ontario General Plan (TOP) 2050, outweigh the Project's significant unavoidable impacts, and these impacts, therefore, are considered acceptable in the light of the Project's benefits. The City Council finds that each of the benefits described above is an overriding consideration, independent of the

other benefits, that warrants approval of the Project notwithstanding the Project's significant unavoidable impact.

SECTION 6. Mitigation Monitoring and Reporting Plan Pursuant to PRC §21081.6, the City Council hereby adopts the Mitigation Monitoring and Reporting Plan attached to this Resolution as Exhibit A. Implementation of the Mitigation Measures contained in the Mitigation Monitoring and Reporting Program is hereby made a condition of approval of the Project. In the event of any inconsistencies between the mitigation measures as set forth herein and the Mitigation Monitoring and Reporting Plan, the Mitigation Monitoring and Reporting Plan shall control.

SECTION 7. Project Approval Based upon the entire record before it, including the EIR, Findings of Fact, Statement of Overriding Considerations, and all written and oral evidence presented, City Council hereby approves the proposed Project.

SECTION 8. Staff Direction.

A Notice of Determination shall be filed with the County of San Bernardino within five (5) working days of final Project approval

SECTION 9. 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 10. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

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

PASSED, APPROVED, AND ADOPTED this 17th day of March 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 _____.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A:

CenterPark Specific Plan
Mitigation Monitoring and Reporting Plan

(Mitigation Monitoring and Reporting Program follow this page)

CenterPark Specific Plan Project

Final Focused Environmental Impact Report

SCH No. 2025060731

Lead Agency:
Rafael Torres, Assistant Planner
City of Ontario
303 East “B” Street
Ontario, CA 91761

Consultant:
Kimley-Horn and Associates, Inc.
3801 University Avenue, Suite 300
Riverside, CA 92501

March 2026

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Section 1.0 Introduction

1.1 INTRODUCTION

The Final Environmental Impact Report (Final Focused EIR) for the CenterPark Specific Plan Project has been prepared in accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines. CEQA Guidelines Section 15132 indicates that the contents of a Final EIR shall consist of:

(a) Environmental Impact Reports shall contain the information outlined in this article, but the format of the document may be varied. Each element must be covered, and when these elements are not separated into distinct sections, the document shall state where in the document each element is discussed.

(b) The EIR may be prepared as a separate document, as part of a general plan, or as part of a project report. If prepared as a part of the project report, it must still contain one separate and distinguishable section providing either analysis of all the subjects required in an EIR or, as a minimum, a table showing where each of the subjects is discussed. When the Lead Agency is a state agency, the EIR shall be included as part of the regular project report if such a report is used in the agency's existing review and budgetary process.

(c) Draft EIRs shall contain the information required by Sections 15122 through 15131. Final EIRs shall contain the same information and the subjects described in Section 15132.

(d) No document prepared pursuant to this article that is available for public examination shall include a "trade secret" as defined in Section 6254.7 of the Government Code, information about the location of archaeological sites and sacred lands, or any other information that is subject to the disclosure restrictions of Section 6254 of the Government Code.

The Final Focused EIR includes all of these required components.

In accordance with § 15088 of the State CEQA Guidelines, the City of Ontario (City), as the lead agency for the proposed Project, evaluated comments received on the Draft Focused EIR (State Clearinghouse No. 2025060731) and has prepared responses to the comments received. The preceding Table of Contents and Section 1.0 provides a list of all persons, organizations, and public agencies commenting on the Draft Focused EIR. Section 2.0 includes the Responses to Comments received on the Draft Focused EIR. It should be noted that responses to comments also result in various editorial clarifications and corrections to the original Draft Focused EIR text. Added or modified text is shown in Section 3.0: Errata, by underlining (<u>example</u>) while deleted text is shown by striking (~~example~~). The additional information, corrections, and clarifications are not considered to substantively affect the conclusions within the Focused EIR. This Response to Comments document is part of the Final Focused EIR, which includes the Focused EIR pursuant to § 15132 of the State CEQA Guidelines.

After review and discussion by City staff and the City Planning Commission, responses to comments will be sent to commenting agencies and individuals. This satisfies the requirement of Section 21092.5 of CEQA to send responses to the public agency comments received on the Draft Focused EIR at least 10 days prior to Project approval. This document includes responses to all written and verbal comments received on the Draft Focused EIR.

1.2 ORGANIZATION OF THE FINAL FOCUSED EIR

This Final Focused EIR provides the requisite information required under CEQA and is organized as follows:

- **Section 1.0 Introduction.** This section provides an introduction to the Final Focused EIR, including the requirements under CEQA, the organization of the document, as well as brief summary of the CEQA process activities to date.
- **Section 2.0 Response to Comments.** This section provides a list of agencies and interested persons commenting on the Draft Focused EIR; copies of comment letters received during the public review period, and individual responses to written comments. To facilitate review of the responses, each comment letter has been reproduced and assigned a number. Individual comments have been numbered for each letter, and the letter is followed by responses with references to the corresponding comment number.
- **Section 3.0 Errata to the Draft Focused EIR.** This section details changes to the Draft Focused EIR.

1.3 CEQA REQUIREMENTS FOR A FINAL FOCUSED EIR

As described in CEQA Guidelines Sections 15088, 15089, 15090 and 15132, the Lead Agency must evaluate comments received on the Draft Focused EIR and prepare written responses and consider the information contained in a Final Focused EIR before approving a project.

CEQA Guidelines Section 15204(a) outlines parameters for submitting comments, and reminds persons and public agencies that the focus of review and comment of Draft Focused EIRs should be:

> *"…on the sufficiency of the document in identifying and analyzing possible impacts on the environment and ways in which significant effects of the project might be avoided or mitigated. Comments are most helpful when they suggest additional specific alternatives or mitigation measures that would provide better ways to avoid or mitigate the significant environmental effects. At the same time, reviewers should be aware that the adequacy of a Focused EIR is determined in terms of what is reasonably feasible. …CEQA does not require a lead agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters. When responding to comments, lead agencies need only respond to significant environmental issues and do not need to provide all information requested by reviewers, as long as a good faith effort at full disclosure is made in the Focused EIR."*

CEQA Guidelines Section 15204(c) further advises:

> *"Reviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to Section 15064, an effect shall not be considered significant in the absence of substantial evidence."*

Section 15204(d) also states:

> *"Each responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility."*

Section 15204(e) states:

> *"This section shall not be used to restrict the ability of reviewers to comment on the general adequacy of a document or of the lead agency to reject comments not focused as recommended by this section."*

State CEQA Guidelines Section 15088 recommends that where a response to comment makes important changes in the information contained in the text of the Draft Focused EIR, the Lead Agency either revise the text of the Draft Focused EIR or include marginal notes showing that information. The Final Focused EIR for the Project has been prepared in accordance with CEQA. CEQA Guidelines Section 15132 indicates that the contents of a Final Focused EIR shall consist of:

- "The Draft Focused EIR or a revision of the draft;
- Comments and recommendations received on the Draft Focused EIR either verbatim or in summary;
- A list of persons, organizations, and public agencies commenting on the Draft Focused EIR;
- The responses of the Lead Agency to significant environmental points raised in the review and consultation process; and
- Any other information added by the Lead Agency."

The City has evaluated comments on environmental issues from persons who reviewed the Draft Focused EIR and has prepared a written response, pursuant to CEQA Guidelines Section 15088(a). Pursuant to CEQA Guidelines Section 15088(b), the City provided written responses to comments to any public agency that commented on the Draft Focused EIR, at least ten (10) days prior to the City Council consideration of certifying the Focused EIR as adequate under CEQA. Written responses to comments will also be provided to non-public agency individuals, organizations, and entities that commended on the Draft Focused EIR. In addition, the Final Focused EIR will be made available to the general public at the City's Planning Division office and on the City's website a minimum of 10 days prior to the City Council public hearing.

The Final Focused EIR, along with other relevant information and public testimony at the Planning Commission and City Council public hearings, will be considered by the City's Council.

1.4 CLARIFICATIONS, AMPLIFICATIONS AND MODIFICATIONS TO THE DRAFT FOCUSED EIR

Section 3.0, Errata to the Draft Focused EIR, details the proposed changes to the Draft Focused EIR. In response to public comments, text changes have been made to Draft Focused EIR sections to clarify and amplify the analysis or mitigation measures, and to make insignificant modifications to the Draft Focused EIR. This information does not rise to the level of significant new information as the resulting impact analysis and alternatives considered remain essentially unchanged, and no new or more severe impacts

have been identified. These changes do not warrant Draft Focused EIR recirculation pursuant to California Public Resources Code §21092.1 and CEQA Guidelines §15088.5.

CEQA Guidelines §15088.5 describes when a Focused EIR requires recirculation prior to certification, stating in part:

"(a) A lead agency is required to recirculate a Focused EIR when significant new information is added to the Focused EIR after public notice is given of the availability of the Draft Focused EIR for public review under Section 15087 but before certification. As used in this section, the term "information" can include changes in the project or environmental setting as well as additional data or other information. New information added to an Focused EIR is not "significant" unless the Focused EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation include, for example, a disclosure showing that:

(1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to apply it.

(4) The Draft Focused EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded (Mountain Lion Coalition v. Fish and Game Com. (1989) 214 Cal.App.3d 1043).

(b) Recirculation is not required where the new information added to the Focused EIR merely clarifies or amplifies or makes insignificant modifications in an adequate Focused EIR."

As discussed herein and as elaborated upon in the respective Response to Comments, none of the clarifications or changes made in the Errata reflect a new significant environmental impact, a "substantial increase" in the severity of an environmental impact for which mitigation is not proposed, or a new feasible alternative or mitigation measure that would clearly lessen significant environmental impacts but is not adopted, nor do the Errata reflect a "fundamentally flawed" or "conclusory" Draft Focused EIR. In all cases, as discussed in individual responses to comments, master responses and Draft Focused EIR Errata, these minor clarifications and modifications do not identify new or substantially more severe environmental impacts that the City has not committed to mitigate. Here, the public has not been deprived of a meaningful opportunity to comment upon a substantial adverse environmental effect of the Project or an unadopted feasible Project alternative or mitigation measure. Instead, the information added supports the existing analysis and conclusions, and responds to inquiries made from commenters. Therefore, this Final Focused EIR is not subject to recirculation prior to certification.

Section 2.0 Comments and Responses to Draft Focused EIR

CEQA Guidelines Section 15088(a) states that: "The lead agency shall evaluate comments on environmental issues received from persons who reviewed the Draft Focused EIR and shall prepare a written response. The Lead Agency shall respond to comments that were received during the noticed comment period and any extensions and may respond to late comments." In accordance with these requirements, this section of the Final Focused EIR provides the City of Ontario's responses to each of the comments on the Draft Focused EIR received during the public comment period.

Comment letters and specific comments are given letters and numbers for reference purposes. Where sections of the Draft Focused EIR are excerpted in this document, the sections are shown indented. Changes to the Draft Focused EIR text are shown in underlined text for additions and strikeout for deletions.

The following is a list of agencies and persons that submitted comments on the Draft Focused EIR during the public review period: December 29, 2025, through February 12, 2026.

2.1 INTRODUCTION TO COMMENTS AND RESPONSES

Comments have been numbered as shown below, with responses to each comment following the respective comment letter.

Letter	Date Received	Organization/Name
Local		
L1	December 30, 2025	Mary Ann Ruiz
L2	February 13, 2026*	City of Chino *Warren Morelion, Director of Development Services*
L3	February 12, 2026	City of Eastvale *David Murray, City Planner*
Tribe		
T1	December 30, 2025	Ft. Yuma Quechan Indian Tribe *H. Jill McCormick, Historic Preservation Office*
T2	December 30, 2025	Agua Caliente Band of Cahuilla Indians *Anthony Kline, Cultural Resources Analyst*
T3	January 6, 2026	Cahuilla Band of Indians *BobbyRay Esparza, Cultural Director*
T4	January 8, 2026	Gabrieleño Band of Mission Indians – Kizh Nation *Sophia Pina*
State		
S1	December 31, 2025	California Department of Toxic Substances Control (DTSC) *Dave Kereazis, Associate Environmental Planner*
S2	January 9, 2026	State Water Resources Control Boards *Lori Schmitz, Environmental Scientist*

Letter	Date Received	Organization/Name
S3	February 12, 2026	California Department of Fish and Wildlife (CDFW) *Kim Freeburn, Environmental Program Manager*
Private Party		
P1	February 3, 2026	Edison Ranch LLC *Eric S. Chavez, Manager/Agent*
Organizations/Agencies		
O1	February 12, 2026	Supporters Alliance for Environmental Responsibility ("SAFER") *Kylah Staley, Lozeau Drury LLP*
O2	February 12, 2026	Western States Regional Council of Carpenters ("WSRCC") *Omar Corona, Attorneys for Western States Regional Council of Carpenters*
O3	February 17, 2026*	Southern California Edison *Stevi N. Luevano*

**Received after the closure of the public review period on February 12, 2026.*

Comment Letter L1 – Mary Ann Ruiz

From: Mary Ann Ruiz <ruizmaryann@gmail.com>
Sent: Tuesday, December 30, 2025 5:27 PM
To: Navarro, Reyna
Subject: Re: Project Notice CenterPark Specific Plan (PSP24-002)

Tha k you I found it on ceqanet

Mary Ann Ruiz

On Tue, Dec 30, 2025 at 5:24 PM Navarro, Reyna <Reyna.Navarro@kimley-horn.com> wrote:

> Hi Mary Ann,
>
> Apologies for this error. I have contacted them to let them know the link is not working. You can use this following link to view the EIR for now, until the city fixes their website link. https://kimley-horn.securevdr.com/d-s7d93bc7a71714a8386713e6c89f69c76
>
> Thank you and have a great day,
>
> **Reyna Navarro**
> **Kimley-Horn** | 27290 Madison Ave. Ste. 300, Temecula, CA 92590
> Direct: 951 534-5400 | Office: 951 888-8978
>
> **From:** Mary Ann Ruiz <ruizmaryann@gmail.com>
> **Sent:** Tuesday, December 30, 2025 11:06 AM
> **To:** Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
> **Subject:** Re: Project Notice CenterPark Specific Plan (PSP24-002)
>
> You don't often get email from ruizmaryann@gmail.com. Learn why this is important
>
> It does direct me to the page but the link to the eir does not work , I get this error.

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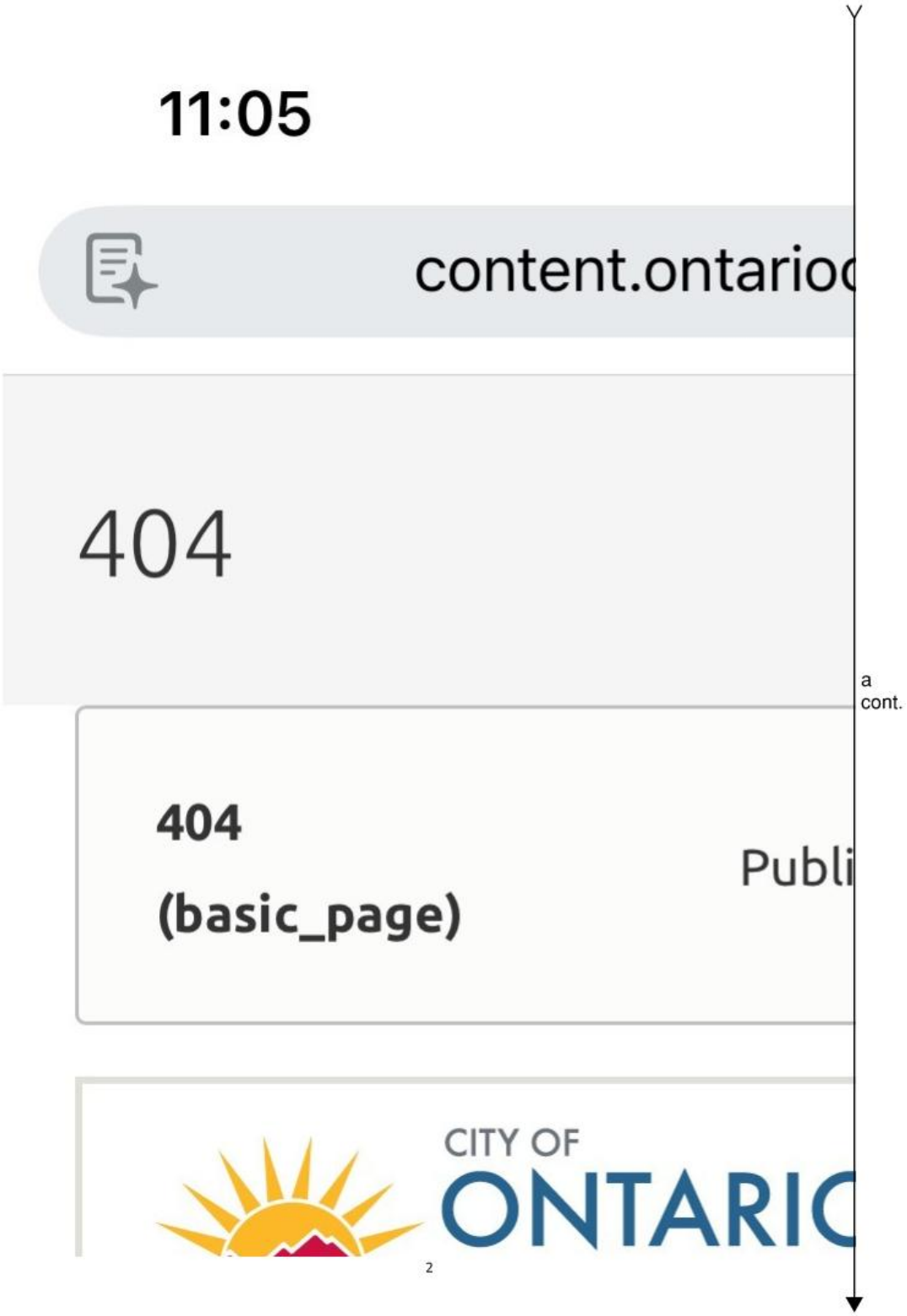
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cont.

Mary Ann Ruiz

On Tue, Dec 30, 2025 at 10:23 AM Navarro, Reyna <Reyna.Navarro@kimley-horn.com> wrote:

Hi Mary Ann,

The provided link should redirect you to the City's Community Development – Environmental Documents page. If you are not redirected via the provided link, please attempt to access the DFEIR via this link: https://www.ontarioca.gov/government/community-development/planning/environmental-documents.

Thank you,

Reyna Navarro
Kimley-Horn | 27290 Madison Ave. Ste. 300, Temecula, CA 92590
Direct: 951 534-5400 | Office: 951 888-8978

From: Mary Ann Ruiz <ruizmaryann@gmail.com>
Sent: Tuesday, December 30, 2025 9:38 AM
To: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Subject: Re: Project Notice CenterPark Specific Plan (PSP24-002)

You don't often get email from ruizmaryann@gmail.com. Learn why this is important

Ms. Navarro -

The link in the document for the DEIR does not work. Can you province a working link to the DEIR? Thank you.

On Mon, Dec 29, 2025 at 8:37 PM Navarro, Reyna <Reyna.Navarro@kimley-horn.com> wrote:

a cont.

3

Project Notice CenterPark Specific Plan (PSP24-002)

If you wish to submit comments, please be sure to submit them by **February 12, 2026, at 5:30PM** to ensure they get considered in the review process. Please refer to this project by the Project Number. If you have no comment, a reply is not necessary.

Rafael Torres, Assistant Planner

P: (909) 395-2036

E: rtorres@ontarioca.gov

Thank you for your attention to this notice.

Reyna Navarro
Kimley-Horn | 27290 Madison Ave. Ste. 300, Temecula, CA 92590
Direct: 951 534-5400 | Office: 951 888-8978

a cont.

--

Mary Ann Ruiz

4

Responses to Comment Letter L1 – Mary Ann Ruiz

Response L1 – a

Comment noted for the record. This comment does not raise a significant environmental issue or concerns about the adequacy of the Draft Focused EIR. Therefore, no further action is needed.

This page intentionally left blank.

Comment Letter L2 – City of Chino

EUNICE M. ULLOA
Mayor

CURTIS BURTON
Mayor Pro Tem

KAREN C. COMSTOCK
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

February 12, 2026

Sent Via Email and US Mail:
rtorres@ontarioca.gov

Rafael Torres
City of Ontario Planning Department
303 East B Street
Ontario, CA 91764

Re: NOTICE OF AVAILABILITY OF A DRAFT FOCUSED ENVIRONMENTAL IMPACT REPORT Center Park Specific Plan Project State Clearinghouse No. 2025060731

Dear Rafael:

This letter is in response to an email regarding a Notice of Availability of a Draft Focused EIR for the Center Park Specific Plan. Thank you for giving the City of Chino the opportunity to review the information and provide comments. a

The City of Chino requests that the City of Ontario continue to comply with all mitigation measures outlined in The Ontario Plan (TOP) 2050 Mitigation Monitoring and Reporting Plan (MMRP) related to the Center Park Specific Plan area. We also ask that the City of Chino continues to be notified of public hearings pertaining to any legislative or entitlement actions related to the Center Park Specific Plan. b

If you have any questions, please contact Chris Cortez, Assistant Planner, by email at ccortez@cityofchino.org, or by phone at 909-334-3525. c

Sincerely,

Warren Morelion, AICP
Director of Development Services

cc: Michael Hitz, AICP, Principal Planner

13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
(909) 334-3250 • (909) 334-3720 Fax
Web Site: www.cityofchino.org

Responses to Comment Letter L2 – City of Chino

Response L2 – a

Comment is introductory and general in nature and does not raise a significant environmental issue or concerns about the adequacy of the Draft Focused EIR. Therefore, no further action needed.

Response L2 – b

Comment is noted for the record. The comment makes no specific claim regarding the validity of the Draft Focused EIR. Pursuant to State CEQA Guidelines Section 15088(a), a lead agency is only required to evaluate and respond to comments raised on environmental issues, and thus no further response is necessary. The City of Ontario will coordinate with the City of Chino regarding the CenterPark Specific Plan. Therefore, no further revision to the analysis in the Draft Focused EIR is required.

Response L2 – c

This comment summarizes the comments that proceeded and does not raise a significant environmental issue or concerns about the adequacy of the Draft Focused EIR. As such, no further response is necessary.

Comment Letter L3 – City of Eastvale

CITY OF EASTVALE
12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

February 12, 2026

Rafael Torres, Assistant Planner
City of Ontario Planning Department
303 East "B" Street
Ontario, CA 91764

Sent via email to: rtorres@ontarioca.gov

RE: NOTICE OF AVAILABILITY (NOA) FOR THE CENTER PARK SPECIFIC PLAN DRAFT ENVIRONMENTAL IMPACT REPORT

Dear Mr. Torres:

Thank you for the opportunity to comment on the Notice of Availability (NOA) for the City of Ontario's Specific Plan Project Draft Environmental Impact Report (DEIR). Eastvale values its relationship with neighboring jurisdictions and is not opposed to development of this site; however, this project has the potential to generate traffic and air quality impacts in Ontario and Eastvale. The City of Eastvale offers the following comments for your consideration:

- **CEQA Guidelines Section 15183 Exemption Checklist:** The NOA states that the "DEIR and all documents referenced in the DEIR are available for public review" on the City's website. The CEQA Guidelines Section 15183 Consistency Analysis for the project is listed as Appendix F in the Draft Focused EIR. However, this document is not included in the appendices available on the City of Ontario's website. Please provide the 15183 Consistency Analysis for the City of Eastvale's review. a

- **Transportation:** Senate Bill 743 eliminates level of service (LOS) as a basis for determining significant transportation impacts under CEQA and provides a new performance metric, vehicle miles traveled (VMT). However, it is understood that the City of Ontario uses LOS to assess a project's consistency with TOP 2050 Mobility Element Policy M-1.5, and to determine project-specific transportation improvements. The City of Eastvale provided a comment on the NOP that the City of Ontario should consider the project's potential impact on Eastvale's maintained roadways and intersections. Based on our review, the Focused EIR did not analyze roadway and intersection impacts. As the 15183 Consistency Analysis is not provided, it is undetermined whether or not this analysis was conducted. The City of Ontario should consider the project's potential to impact City of Eastvale maintained roadways and intersections, mainly Limonite Avenue and Archibald Avenue. b

- **Cumulative Impacts:** Eastvale provided a comment on the NOP that the City of Ontario should consider and incorporate the City of Eastvale's recently adopted General Plan update ("Eastvale 2040") when reviewing cumulative effects of the specific plan. After reviewing the Draft Focused EIR, it appears the cumulative analysis did not incorporate Eastvale 2040. The City should consider Eastvale 2040 in its analysis of cumulative impacts. Eastvale 2040 is available on the City of Eastvale's website at: https://www.eastvaleca.gov/our-city/what-s-new/eastvale-2040. c

If needed, City of Eastvale staff would be happy to meet to discuss these comments, potential solutions that address concerns for both cities, and initiate dialogue concerning fare share costs for any potential mitigations. Please feel free to contact me at (951) 703-0488 or dmurray@eastvaleca.gov with any follow up. d

We look forward to working cooperatively with the City of Ontario on regional issues that affect our respective communities.

Sincerely,

David Murray
City Planner

d cont.

Responses to Comment Letter L3 – City of Eastvale

Response L3 – a

Comment is noted for the record. The City has provided access for the CenterPark Specific Plan (File No. PSP24-002) Draft Focused Environmental Impact Report Appendix F: CEQA Guidelines 15183 Consistency Analysis, under "Center Park Specific Plan Draft Focused EIR Appendices 1b" on the City's website; see here for access: https://www.ontarioca.gov/government/community-development/planning/environmental-documents.

Response L3 – b

Comment is noted for the record. The City has provided access for the CenterPark Specific Plan (File No. PSP24-002) Draft Focused Environmental Impact Report Appendix F: CEQA Guidelines 15183 Consistency Analysis, under "Center Park Specific Plan Draft Focused EIR Appendices 1b" on the City's website; see here for access: https://www.ontarioca.gov/government/community-development/planning/environmental-documents. See Appendix I: Traffic Analysis of Appendix F, for the Project's potential impacts on roadways and intersections within the City of Eastvale. As shown in Table 1-3 of the Traffic Analysis, Archibald Avenue and Limonite Avenue were shown to perform at acceptable levels of service (LOS), until 2050 without and with Project, which forecast LOS deficiencies. Therefore, the recommended improvement strategies identified within the Traffic Analysis would be implemented to achieve acceptable LOS at these intersections. The Project responsibility towards these improvements is a fair share payment and implementing the recommended improvements needed to accommodate site access and maintain acceptable peak hour operations for the Project; see Table 1-4 of the Traffic Analysis for the recommended improvements.

Additionally, the City received the City of Eastvale's comment letter on July 14, 2025. The comments provided were addressed and included within the Draft Focused EIR Appendix F

Response L3 – c

On July 14, 2025, the City of Eastvale commented on the Project's Notice of Preparation (NOP) during the public scoping period for the Focused EIR. The comment is provided in Draft Focused EIR Appendix A: Notice of Preparation and Scoping Meeting Materials. The NOP comment states that: "The Focused EIR and CEQA Guidelines Section 15183 Exemption Analysis should describe potential cumulative impacts resulting from the proposed project together with all other reasonably foreseeable, planned, and approved future projects producing related or cumulative impacts. To that end, the DEIR should consider and incorporate the City of Eastvale's General Plan ("Eastvale 2040") when evaluating cumulative effects of the Specific Plan Amendment" (City of Eastvale, 2025). Pursuant to CEQA Guidelines Section 15183, an assessment of traffic within the Draft Focused EIR would only be required should there be substantial evidence that the Project may have a significant effect on that environmental resource. As discussed in the CEQA Guidelines Section 15183 Consistency Analysis, provided as Draft Focused EIR Appendix F, the Project is consistent with the land use and development intensity envisioned by the City's TOP 2050 Land Use Plan. Therefore, Project impacts concerning traffic were anticipated by the TOP 2050 Supplemental

EIR. As further described in Draft Focused EIR Appendix F, the Project would not result in any peculiar or cumulatively considerable traffic impacts beyond those analyzed in the TOP 2050 Supplemental EIR.

The commenter states the Draft Focused EIR appears to not have incorporated the Eastvale 2040 General Plan into the cumulative analysis. See Appendix I of the Draft Focused EIR Appendix F for analysis of cumulative impacts including the Project. A cumulative project list was developed for the purposes of the Traffic Analysis through consultation with planning and engineering staff from the City of Ontario and the neighboring jurisdictions of the City of Chino and City of Eastvale. The cumulative projects listed are those that would generate traffic and would contribute to study area intersections. Exhibit 4-6 of the Traffic Analysis illustrates the cumulative development location map. A summary of cumulative development projects and their proposed land uses are shown in Table 4.3 of the Traffic Analysis. Cumulative projects have been included for the long-range forecasts developed from San Bernardino County Transportation Analysis Model (SBTAM) based on a comparison of a project's location within a Transportation Analysis Zone (TAZ) and the current socio-economic data (SED) within the TAZ. The SED data was reviewed to ensure that the cumulative projects are accounted for within the traffic model.

Response L3 – d

This comment summarizes the comments that proceeded and does not raise a significant environmental issue or concerns about the adequacy of the Draft Focused EIR. As such, no further response is necessary.

Comment Letter T1 – Yuma Quechan Indian Tribe

From: Jill Mccormick <historicpreservation@quechantribe.com>
Sent: Tuesday, December 30, 2025 5:59 AM
To: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Subject: Re: [EXTERNAL]:Project Notice CenterPark Specific Plan (PSP24-002)

You don't often get email from historicpreservation@quechantribe.com. Learn why this is important

Good morning,
This email is to inform you that the Historic Preservation Office of the Ft. Yuma Quechan Tribe does not wish to comment on this project. We defer to the local Tribes and support their determinations on this matter. a

Jill

H. Jill McCormick, M.A.
Historic Preservation Office
Ft. Yuma Quechan Indian Tribe
P.O. Box 1899
Yuma, AZ 85366-1899
Office: 760-919-3631
Cell: 928-920-6521

From: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Sent: Monday, December 29, 2025 9:37 PM
To: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Subject: [EXTERNAL]:Project Notice CenterPark Specific Plan (PSP24-002)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Project Notice CenterPark Specific Plan (PSP24-002)

If you wish to submit comments, please be sure to submit them by **February 12, 2026, at 5:30PM** to ensure they get considered in the review process. Please refer to this project by the Project Number. If you have no comment, a reply is not necessary.

Rafael Torres, Assistant Planner
P: (909) 395-2036
E: rtorres@ontarioca.gov

Thank you for your attention to this notice.

Reyna Navarro
Kimley-Horn | 27290 Madison Ave. Ste. 300, Temecula, CA 92590
Direct: 951 534-5400 | Office: 951 888-8978

2

Responses to Comment Letter T1 – Yuma Quechan Indian Tribe

Response T1 – a

Comment is noted for the record. No further response is required.

This page intentionally left blank.

Comment Letter T2 – Agua Caliente Cahuilla Band of Indians

From: THPO Consulting <ACBCI-THPO@aguacaliente.net>
Sent: Tuesday, December 30, 2025 1:55 PM
To: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Subject: RE: Project Notice CenterPark Specific Plan (PSP24-002)

You don't often get email from acbci-thpo@aguacaliente.net. Learn why this is important

Greetings,

A records check of the Tribal Historic Preservation Office's cultural registry revealed that this project is not located within the Tribe's Traditional Use Area. Therefore, we defer to the other tribes in the area. This letter shall conclude our consultation efforts. a

Thank you,

Anthony Kline
Cultural Resources Analyst
akline@aguacaliente.net
C: (760) 413-5836 | D: (760) 883-1139
5401 Dinah Shore Drive, Palm Springs

From: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Sent: Monday, December 29, 2025 8:37 PM
To: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Subject: Project Notice CenterPark Specific Plan (PSP24-002)

This email was sent by a person from outside your organization. Please verify the authenticity of this email before taking further action.

Project Notice CenterPark Specific Plan (PSP24-002)

If you wish to submit comments, please be sure to submit them by **February 12, 2026, at 5:30PM** to ensure they get considered in the review process. Please refer to this project by the Project Number. If you have no comment, a reply is not necessary.
Rafael Torres, Assistant Planner
P: (909) 395-2036
E: rtorres@ontarioca.gov

Thank you for your attention to this notice.

Reyna Navarro
Kimley-Horn | 27290 Madison Ave. Ste. 300, Temecula, CA 92590
Direct: 951 534-5400 | Office: 951 888-8978

Responses to Comment Letter T2 – Agua Caliente Band of Cahuilla Indians

Response T2 – a

Comment is noted for the record. No further response is required.

Comment Letter T3 – Cahuilla Band of Indians

From: BobbyRay Esparza <besparza@cahuilla-nsn.gov>
Sent: Tuesday, January 6, 2026 11:58 AM
To: Rafael Torres
Cc: David F. Eoff IV; Bauer, Cameron; Thomas, Kevin; Mauck, Jessica
Subject: Re: Project Notice CenterPark Specific Plan (PSP24-002)

Hello,

The Cahuilla Band has received the DFEIR and will review for any comments, concerns or questions. Thank you. T3-a

Respectfully,

BobbyRay Esparza
Cultural Director
Cahuilla Band of Indians
Office: 951-763-5549
Cell: 760-423-2773
Fax: 951-763-2808
Email: besparza@cahuilla-nsn.gov

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From: Rafael Torres <RTorres@ontarioca.gov>
Sent: Tuesday, January 6, 2026 11:47 AM
To: BobbyRay Esparza <besparza@cahuilla-nsn.gov>
Cc: David F. Eoff IV <DEoffIV@ontarioca.gov>; Cameron.Bauer@kimley-horn.com <cameron.bauer@kimley-horn.com>; Thomas, Kevin <Kevin.Thomas@kimley-horn.com>; Mauck, Jessica <Jessica.Mauck@kimley-horn.com>
Subject: Project Notice CenterPark Specific Plan (PSP24-002)

You don't often get email from rtorres@ontarioca.gov. Learn why this is important

Good morning BobbyRay,

Please see the link below to the Draft Focused Environmental Impact Report (DFEIR) Appendices for CenterPark Specific Plan. **Appendix B** (Page 92) of the document provides the Cultural Resources Assessment Report associated with the Project.

CenterPark Specific Plan Draft Focused EIR Appendices - reduced.pdf

Let me know if you have any questions.

Sincerely,

Rafael Torres
Assistant Planner
Planning Department
303 East B Street, Ontario, CA 91764
P: (909) 395-2979
E: rtorres@ontarioca.gov
www.ontarioca.gov

2

From: BobbyRay Esparza <besparza@cahuilla-nsn.gov>
Sent: Monday, January 5, 2026 11:05 AM
To: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Subject: Re: Project Notice CenterPark Specific Plan (PSP24-002)

You don't often get email from besparza@cahuilla-nsn.gov. Learn why this is important [aka.ms]

Good morning,

The Cahuilla Band has received your project notice and Cahuilla would like to request all cultural materials associated with the project for review.

Respectfully,

BobbyRay Esparza
Cultural Director
Cahuilla Band of Indians
Office: 951-763-5549
Cell: 760-423-2773
Fax: 951-763-2808
Email: besparza@cahuilla-nsn.gov

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From: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Sent: Monday, December 29, 2025 8:37 PM
To: Navarro, Reyna <Reyna.Navarro@kimley-horn.com>
Subject: Project Notice CenterPark Specific Plan (PSP24-002)

Some people who received this message don't often get email from reyna.navarro@kimley-horn.com. Learn why this is important [aka.ms]

Project Notice CenterPark Specific Plan (PSP24-002)

1

If you wish to submit comments, please be sure to submit them by **February 12, 2026, at 5:30PM** to ensure they get considered in the review process. Please refer to this project by the Project Number. If you have no comment, a reply is not necessary.

Rafael Torres, Assistant Planner
P: (909) 395-2036
E: rtorres@ontarioca.gov

Thank you for your attention to this notice.

Reyna Navarro
Kimley-Horn | 27290 Madison Ave. Ste. 300, Temecula, CA 92590
Direct: 951 534-5400 | Office: 951 888-8978

2

Responses to Comment Letter T3 - Cahuilla Band of Indians

Response T3 – a

Comment is noted for the record. No further response is required.

Response T3 – b

Comment is noted for the record. The commenter confirmed receipt of the Project notice and requested all cultural materials associated with the Project for review on January 5, 2026. Requested Project materials and documentation were provided by the City on January 6, 2026, via email to the commenter. As of January 6, 2026, the commenter confirmed receipt of the Project materials for review. No further response is required.

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Comment Letter T4 – Gabrieleño Band of Mission Indians – Kizh Nation

From: Andy Salas <admin@gabrielenoindians.org>
Sent: Thursday, January 8, 2026 4:52 PM
To: Rafael Torres <RTorres@ontarioca.gov>
Cc: Andy Salas <chairman@gabrielenoindians.org>; Sophia Pina <sophia_pina@gabrielenokizh.org>
Subject: Draft Focused EIR – Center Park SP Project | Tribal Consultation and Mitigation Measures

CAUTION – EXTERNAL SENDER

Dear Rafael,

Following a review of the Draft Focused Environmental Impact Report (EIR) for the Center Park SP Project, the Gabrieleño Band of Mission Indians – Kizh Nation notes that the document does not reference tribal consultation or include the mitigation measures previously submitted under AB 52. a

To ensure the accuracy of the administrative record, please provide clarification on the following: a

1. Confirmation that the City received the Kizh Nation's substantial evidence and AB 52 mitigation measures transmitted on August 13, 2025. a
2. Whether the omission of the tribal consultation discussion and Kizh Nation mitigation measures from the Draft Focused EIR was intentional or inadvertent. b
3. The City's reasoning for not incorporating the Tribe's confirmed mitigation measures into the Draft Focused EIR, or an explanation of how and where the City intends to address them prior to certification. c

As consultation and agreed-upon mitigation measures are essential components of the CEQA record, their absence raises concerns regarding the completeness of the environmental document. d

We look forward to your prompt response to ensure this matter is addressed appropriately. d

Best regards,
Sophia Pina

1

From: Gabrieleno Administration
To: Rafael Torres
Subject: Re: Center Park SP Project City of Ontario
Date: Wednesday, August 13, 2025 3:57:04 PM
Attachments: ~WRD0012.jpg
image001.png
image002.png
Center Park SP Project .pdf

Hello Rafael Torres

Thank You for your email. We can utilize the same mitigation measures for this project. Down below are the same measures just titled with the correct project name.

Best regards,
Brandy Salas

Tribal Administrative Coordinator
Gabrieleño Band of Mission Indians - Kizh Nation
PO Box 393
Covina, CA 91723
Office: 844-390-0787
website: www.gabrielenoindians.org [gabrielenoindians.org]

The region where Gabrieleño culture thrived for more than twelve thousand years encompassed most of Los Angeles County, more than half of Orange County and portions of Riverside and San Bernardino counties. It was the labor of the Gabrieleño who built the missions, ranchos and the pueblos of Los Angeles. They were trained in the trades, and they did the construction and maintenance, as well as the farming and managing herds of livestock. The Gabrieleño are the ones who did all this work, and they really are the foundation of the early economy of the Los Angeles area. That's a contribution that Los Angeles has not recognized--the fact that in its early decades, without the Gabrieleño, the community simply would not have survived.

On Wed, Aug 13, 2025 at 3:37 PM Rafael Torres <RTorres@ontarioca.gov> wrote:

> Good afternoon Brandy,
>
> Wanted touch basis with you on the request to consult for the above Project (PSP-24-002) in the City of Ontario. Back in 4/1/2025, we were able to complete consultation with Gabrieleno Band of Mission Indians – Kizh Nation under SB 18, under the provided migration measures utilized for a nearby project (see attachments).

My question, would we be able to apply the same mitigation measures as part of the consultation request under AB 52? Provided that it's the same project before you.

If you can let me know what direction is needed for the project consultation request under AB 52.

Thank you in advance.

Rafael Torres

Assistant Planner

Planning Department

303 East B Street, Ontario, CA 91764

P: (909) 395-2979

E: rtorres@ontarioca.gov

www.ontarioca.gov

From: Gabrieleno Administration <admin@gabrielenoindians.org>
Sent: Thursday, June 26, 2025 3:31 PM
To: Rafael Torres <RTorres@ontarioca.gov>
Subject: Re: Center Park SP Project City of Ontario

Hello Rafael

We can set up a time in August but if it is too far out we are providing an option to go through consultation via email. We can provide substantial historical information, maps, and mitigation measures. Please let us know what works best for you.

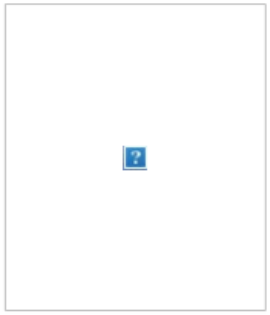
Best regards,
Brandy Salas

Tribal Administrative Coordinator
Gabrieleño Band of Mission Indians - Kizh Nation

From: Gabrieleno Administration
To: Rafael Torres
Subject: Re: Tribal Consultation Request
Date: Wednesday, February 26, 2025 11:02:31 AM
Attachments: image001.png
image003.png

Best regards,
Brandy Salas

Tribal Administrative Coordinator
Gabrieleño Band of Mission Indians - Kizh Nation
PO Box 393
Covina, CA 91723
Office: 844-390-0787
website: www.gabrielenoindians.org [gabrielenoindians.org]



The region where Gabrieleño culture thrived for more than twelve thousand years encompassed most of Los Angeles County, more than half of Orange County and portions of Riverside and San Bernardino counties. It was the labor of the Gabrieleño who built the missions, ranchos and the pueblos of Los Angeles. They were trained in the trades, and they did the construction and maintenance, as well as the farming and managing herds of livestock. The Gabrieleño are the ones who did all this work, and they really are the foundation of the early economy of the Los Angeles area. That's a contribution that Los Angeles has not recognized--the fact that in its early decades, without the Gabrieleño, the community simply would not have survived.

On Wed, Feb 26, 2025 at 10:59 AM Gabrieleno Administration <admin@gabrielenoindians.org> wrote:

> Dear Rafael Torres,
>
> On behalf of the Gabrieleno Band of Mission Indians Kizh Nation, we are writing to initiate formal consultation under Assembly Bill 52 (AB 52) regarding the proposed Centerpark SPA project within our ancestral territory. Our Tribe maintains a profound cultural and historical connection to this area, and we seek to ensure that our heritage is respected and preserved throughout the project's development.
>
> In our previous collaboration on the 10391 Eucalyptus Ave, we established specific mitigation measures under the California Environmental Quality Act (CEQA) to protect tribal cultural

resources. These measures were mutually agreed upon and effectively implemented to safeguard our ancestral heritage.

We kindly request that the City utilize these established mitigation measures per CEQA to protect our lasting resources. We believe that maintaining consistent protective protocols will facilitate a smoother review process and prevent potential delays, ensuring that both the City's development objectives and our cultural preservation goals are met harmoniously.

Please contact us at 1(844)390-0787or via email at admin@gabrielenoindians.org to schedule the consultation meeting. We look forward to your prompt response and to continuing our cooperative relationship.

Best regards,
Brandy Salas

Tribal Administrative Coordinator
Gabrieleño Band of Mission Indians - Kizh Nation
PO Box 393
Covina, CA 91723
Office: 844-390-0787
website: www.gabrielenoindians.org [gabrielenoindians.org]

The region where Gabrieleño culture thrived for more than twelve thousand years encompassed most of Los Angeles County, more than half of Orange County and portions of Riverside and San Bernardino counties. It was the labor of the Gabrieleño who built the missions, ranchos and the pueblos of Los Angeles. They were trained in the trades, and they did the construction and maintenance, as well as the farming and managing herds of livestock. The Gabrieleño are the ones who did all this work, and they really are the foundation of the early economy of the Los Angeles area. That's a contribution that Los Angeles has not recognized--the fact that in its early decades, without the Gabrieleño, the community simply would not have survived.

On Wed, Feb 26, 2025 at 8:49 AM Rafael Torres <RTorres@ontarioca.gov> wrote:

> Good morning,
>
> Would like to ask on your availability to consult for the coming project of CenterPark.

Also, what the preferred method of consultation would be.

Best Regards,

Rafael Torres

Assistant Planner

City of Ontario | Planning Department

303 East B Street, Ontario, CA 91764

T (909) 395-2979 | E rtorres@ontarioca.gov

www.ontarioca.gov

From: Gabrieleno Administration <admin@gabrielenoindians.org>
Sent: Friday, February 21, 2025 1:00 PM
To: Rafael Torres <RTorres@ontarioca.gov>
Subject: Re: Tribal Consultation Request

Hello Rafael

Thank you for your email. Please see the attachment below.

Best regards,
Brandy Salas

Also, what the preferred method of consultation would be.

Best Regards,

Rafael Torres

Assistant Planner

City of Ontario | Planning Department

303 East B Street, Ontario, CA 91764

T (909) 395-2979 | E rtorres@ontarioca.gov

www.ontarioca.gov

From: Gabrieleno Administration <admin@gabrielenoindians.org>
Sent: Friday, February 21, 2025 1:00 PM
To: Rafael Torres <RTorres@ontarioca.gov>
Subject: Re: Tribal Consultation Request

Hello Rafael

Thank you for your email. Please see the attachment below.

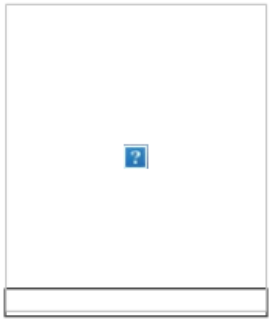
Best regards,
Brandy Salas

Tribal Administrative Coordinator
Gabrieleño Band of Mission Indians - Kizh Nation

PO Box 393
Covina, CA 91723

Office: 844-390-0787

website: www.gabrielenoindians.org [gabrielenoindians.org]



The region where Gabrieleño culture thrived for more than twelve thousand years encompassed most of Los Angeles County, more than half of Orange County and portions of Riverside and San Bernardino counties. It was the labor of the Gabrieleño who built the missions, ranchos and the pueblos of Los Angeles. They were trained in the trades, and they did the construction and maintenance, as well as the farming and managing herds of livestock. The Gabrieleño are the ones who did all this work, and they really are the foundation of the early economy of the Los Angeles area. That's a contribution that Los Angeles has not recognized--the fact that in its early decades, without the Gabrieleño, the community simply would not have survived.

On Wed, Feb 5, 2025 at 4:02 PM Rafael Torres <RTorres@ontarioca.gov> wrote:

> Good afternoon,
>
> I am following up to ask if the letter sent from out office via email on 12/19/24 regarding Tribal Consultation was received on your end. Your acknowledgement of receipt of the letter is appreciated.

Should you have any questions, feel free to reach out to me.

Sincerely,

Rafael Torres

Assistant Planner

City of Ontario | Planning Department

303 East B Street, Ontario, CA 91764

T (909) 395-2979 | E rtorres@ontarioca.gov

www.ontarioca.gov

From: Rafael Torres
Sent: Thursday, December 19, 2024 4:46 PM
To: admin@gabrielenoindians.org
Subject: Tribal Consultation Request

Good evening,

Please see attached letter from our office regarding Tribal Consultation.

Sincerely,

Rafael Torres

Assistant Planner

City of Ontario | Planning Department

303 East B Street, Ontario, CA 91764

T (909) 395-2979 | E rtorres@ontarioca.gov

www.ontarioca.gov

Responses to Comment Letter T4 - Gabrieleño Band of Mission Indians – Kizh Nation

Response T4 – a

Comment noted for the record. The City evaluated the applicability of AB 52 consultation in connection with preparation of the Draft Focused EIR. Assembly Bill (AB) 52 dictates a government-to-government consultation process that applies at the project level when a project may result in a significant impact to Tribal Cultural Resources, as defined by Public Resources Code Section 21074. The Project's less than significant impacts related to Tribal Cultural Resources are analyzed in the Draft Focused EIR Appendix F: CEQA Guidelines Section 15183 Consistency Analysis. Additionally, the Project includes a Specific Plan and, as such, is subject to consultation requirements under Senate Bill (SB) 18, which applies to the adoption or amendment of general plans and specific plans.

As of August 13, 2025, the City of Ontario (City) received the Gabrieleño Band of Mission Indians – Kizh Nation's substantial evidence and requested mitigation measures. On August 13, 2025, the City followed up with the Gabrieleño Band of Mission Indians – Kizh Nation on the request to consult for the above Project (PSP-24-002) in the City. The City stated that on April 4, 2025, the City was able to complete consultation with Gabrieleno Band of Mission Indians – Kizh Nation under SB 18, referencing the provided mitigation measures utilized for a nearby project (Walker Ranch Specific Plan). The City asked if these same mitigation measures provided by the Gabrieleño Band of Mission Indians – Kizh Nation, could be utilized as part of this consultation request. On August 13, 2025, the Gabrieleño Band of Mission Indians – Kizh Nation responded, stating that the City can utilize the same mitigation measures used for the nearby project, for the CenterPark Project, and provided the same measures just titled with the correct project name.

Response T4 – b

Comment noted for the record. As discussed in Draft Focused EIR Section 4.2: Historic Resources, this section analyzes historic resources only, as impacts to archaeological and tribal cultural resources were determined to be adequately addressed in the City's TOP 2050 and associated Supplemental EIR ("TOP EIR"). Historic resources are cultural resources that are considered significant and eligible for listing on the California Register of Historical Resources (CRHR). Refer to Section 4.2.6: Impacts and Mitigation, for legal definitions and significance thresholds associated with historic resources. Archaeological resources, paleontological resources (which are the fossilized remnants of plants and animals), and Tribal Cultural Resources are analyzed in the Project's Draft Focused EIR Appendix F: CEQA Guidelines Section 15183 Consistency Analysis; see Draft Focused EIR Section 4.2: Historic Resources and Draft Focused EIR Appendix F: CEQA Guidelines Section 15183 Consistency Analysis, Sections 4.5: Cultural Resources and 4.18: Tribal Cultural Resources, for further information.

As discussed in the Draft Focused EIR Appendix F, in accordance with SB 18, the City sent Tribal consultation letters to the Native American Tribes, including the Gabrieleño Band of Mission Indians–Kizh Nation. The Gabrieleño Band of Mission Indians – Kizh Nation responded and has requested mitigation measures, in conformance with the mitigation requirements set forth in the TOP 2050 Supplemental EIR, be applied to the Project. The recommended mitigation measures provided by the Gabrieleño Band of Mission Indians – Kizh Nation are included as MM TCR-3 through MM TCR-5 within Appendix F. Project findings are consistent with those of TOP 2050. In compliance with State law, the mitigation measures

requested for inclusion by the Consulting Tribes are intended to implement the policies and mitigation requirements set forth in the TOP 2050 Supplemental EIR. No substantial new information has been identified which results in an impact which is new or substantially more severe than anticipated by the TOP 2050 Supplemental EIR, and feasible mitigation measures contained within or consistent with the TOP 2050 Supplemental EIR (MMs 5-3, 5-4, TCR-1, and TCR-2), would be applied to the Project.

Response T4 – c

See Response T4 – b above.

Response T4 – d

See Response T4-a and T4-b, above. As noted above, the City has imposed all requested mitigation measures consistent with the TOP 2050 Supplemental EIR on the Project.

Comment Letter S1 – California Department of Toxic Substances Control

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
8800 Cal Center Drive
Sacramento, California 95826-3200
dtsc.ca.gov

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

December 31, 2025

Rafael Torres
Assistant Planner
City of Ontario
303 East B Street
Ontario, CA 91764
rtorres@ontarioca.gov

RE: DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE CENTERPARK SPECIFIC PLAN DATED DECEMBER 24, 2025, STATE CLEARINGHOUSE NUMBER 2025060731

Dear Rafael Torres ,

The Department of Toxic Substances Control (DTSC) reviewed the Draft Environmental Impact Report (DEIR) for the CenterPark Specific Plan (Project). The Project consists of a Specific Plan to allow for residential and mixed-used retail/office development on 29 parcels covering approximately 257.34 acres. The development would include up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across medium density and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses and associated on-site and off-site infrastructure improvements. DTSC recommends and requests consideration of the following comments:

1. When agricultural crops and/or land uses are proposed or rezoned for residential use, several contaminants of concern (COCs) can be present. The Lead Agency shall identify the amounts of Pesticides and Organochlorine Pesticides (OCPs) historically used on the property. If present, OCPs requiring further analysis are dichloro-diphenyl-trichloroethane, toxaphene, and dieldrin. Additionally, any level

a

of arsenic present would require further analysis and sampling and must meet approved local area baselines or thresholds. If they do not, remedial action must take place to mitigate them below those thresholds. Additional COCs may be found in mixing/loading/storage areas, drainage ditches, farmhouses, or any other outbuildings and should be sampled and analyzed. If smudge pots had been routinely utilized, additional sampling for Polycyclic Aromatic Hydrocarbons and/or Total Petroleum Hydrocarbons may be required. These recommendations should be adhered to and become part of the environmental document. Please refer to the DTSC's Human and Ecological Risk Office (HERO) webpage for the most recent guidance and screening levels.

a cont.

2. DTSC recommends all imported soil/fill material be tested to ensure all COCs meet screening levels as outlined in DTSC's Preliminary Endangerment Assessment Guidance Manual. Furthermore, DTSC advises referencing the DTSC Information Advisory Clean Imported Fill Material Fact Sheet if importing soil/fill is necessary. To minimize the possibility of introducing contaminated soil/fill material, there should be documentation of the origins of the soil/fill material and, if applicable, sampling be conducted to ensure that the imported soil/fill material is suitable for the intended land use. The sampling should include analysis based on the source of the soil/fill and knowledge of prior land use.

b

3. The City of Ontario should consider soil testing as mentioned in comment #1. If, in the event any COC results are above DTSC residential screening levels, DTSC recommends the City of Ontario address the contaminations within the Project area through an Environmental Site Assessment and/or receive oversight from a self-certified local agency, DTSC or Regional Water Quality Control Board. If entering into one of DTSC's voluntary agreements, please note that DTSC uses a single standard Request for Lead Agency Oversight Application for all agreement types. Please apply for DTSC oversight using this link: Request for Agency Oversight Application. Submittal of the online application includes an agreement to pay costs incurred during agreement preparation. If you have any

c

questions about the application portal, please contact the relevant Regional Brownfield Coordinator for your Project.

c cont.

DTSC would like to thank you for the opportunity to comment on the DEIR for the CenterPark Specific Plan. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like clarification on DTSC's comments, please respond to this letter or via our CEQA Review email for additional guidance.

d

Sincerely,

Dave Kereazis

Dave Kereazis
Associate Environmental Planner
HWMP-Permitting Division – CEQA Unit
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

cc: (via email)

Governor's Office of Land Use and Climate Innovation
State Clearinghouse
state.clearinghouse@lci.ca.gov

Kevin Thomas
Project Manager
Kimley-Horn and Associates, Inc. / Consulting Firm
kevin.thomas@kimley-horn.com

Jason Lee
VP
Ontario Ranch Venture I & II. LLC / Project Applicant
jasonl@rccdinc.com

Tamara Purvis
Associate Environmental Planner
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Tamara.Purvis@dtsc.ca.gov

Scott Wiley
Associate Governmental Program Analyst
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Scott.Wiley@dtsc.ca.gov

Bauer, Cameron

From: Rafael Torres <RTorres@ontarioca.gov>
Sent: Wednesday, January 7, 2026 3:01 PM
To: Bauer, Cameron
Cc: Thomas, Kevin; Mauck, Jessica
Subject: FW: Draft Environmental Impact Report (DEIR) for the CenterPark Specific Plan SCH #2025060731
Attachments: DTSC Comments - CenterPark Specific Plan_ADA.pdf

Please see response from The Department of Toxic Substances Control (DTSC) on the DEIR.

Sincerely,

Rafael Torres
Assistant Planner
Planning Department
303 East B Street, Ontario, CA 91764
P: (909) 395-2979
E: rtorres@ontarioca.gov
www.ontarioca.gov

From: CEQAReview <ceqareview@dtsc.ca.gov>
Sent: Wednesday, December 31, 2025 9:43 AM
To: Rafael Torres <RTorres@ontarioca.gov>
Cc: state.clearinghouse@lci.ca.gov; kevin.thomas@kimley-horn.com; jasonl@rccdinc.com; Purvis, Tamara@DTSC <Tamara.Purvis@dtsc.ca.gov>; Wiley, Scott@DTSC <Scott.Wiley@dtsc.ca.gov>; Kereazis, Dave@DTSC <Dave.Kereazis@dtsc.ca.gov>
Subject: Draft Environmental Impact Report (DEIR) for the CenterPark Specific Plan SCH #2025060731

CAUTION – EXTERNAL SENDER

Dear Rafael Torres ,

The Department of Toxic Substances Control (DTSC) reviewed the Draft Environmental Impact Report (DEIR) for the CenterPark Specific Plan. Attached are DTSC's comments for consideration.

DTSC would like to thank you for the opportunity to comment on the DEIR for the CenterPark Specific Plan. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances.

1

CEQA Unit
HWMP-Permitting
Department of Toxic Substances Control
California Environmental Protection Agency
CEQAReview@dtsc.ca.gov

2

Responses to Comment Letter S1 – California Department of Toxic Substances Control

Response S1 – a

A Phase I Environmental Site Assessment (ESA) was completed in March 2025 for the Ownership Area 1 development area in accordance with most recent guidelines and screening levels provided by the Department of Toxic Substances Control at the time of completion. As identified in the Draft Focused EIR Appendix F: CEQA Guidelines Section 15183 Consistency Analysis, the amount of OCPs historically used on the property were recorded and documented within Appendix F: Phase I Environmental Site Assessment of Draft Focused EIR Appendix F. Ownership Area 2 is being evaluated only at a programmatic level based on available information from TOP 2050, and there are no specific development proposals at this time.

For Ownership 1, limited soil sampling was conducted and reported slightly elevated levels of dieldrin. However, it was determined that clearing and grading of the property would reduce the dieldrin level below screening levels, therefore unrestricted use of the property is warranted. Therefore, the Project's impacts with respect to Ownership Area 1 would be within the limit of impacts identified in the TOP 2050 Supplemental EIR.

Response S1 – b

Comment noted for the record. As discussed in the Draft Focused EIR Appendix F: CEQA Guidelines Section 15183 Consistency Analysis, earthwork for the Project would include grading, trench excavation, pipe subgrade preparation, pipeline bedding placement and trench backfill, as well as roadway pavement construction; see Appendix E: Geotechnical Investigation of Draft Focused EIR Appendix F. The Project is required to adhere to the recommendations listed within Appendix E, on treatment of imported soil/fill material and outlines procedures for the fill material ensuring it suitability for the intended land use. These recommendations are incorporated as Conditions of Approval. See Section 3.0: Errata of the Final Focused EIR.

Response S1 – c

See Response S1-a above. A Phase I Environmental Site Assessment was completed for Ownership Area 1 of the Project site and soil testing was conducted; see Appendices E and F to Draft Focused EIR Appendix F. Trace to low concentrations of OCPs were detected in the sampled locations, below residential screening levels, except for one location which reported slightly elevated dieldrin. However, considering this was an isolated area, the clearing and grading of the property was determined to reduce the dieldrin level below screening levels.

Response S1 – d

This comment summarizes the comments that proceeded and does not raise a significant environmental issue or concerns about the adequacy of the Draft Focused EIR. As such, no further response is necessary.

This page intentionally left blank.

Comment Letter S2 – State Water Resources Control Boards

Bauer, Cameron

From: Bauer, Cameron
Sent: Wednesday, February 11, 2026 9:56 AM
To: Wallace, Sabrina (Tamimi)
Subject: FW: City of Ontario, Central Park Specific Plan, Specific Reservoir, Well, and Treatment Water System Infrastructure analysis

From: Schmitz, Lori@Waterboards <Lori.Schmitz@waterboards.ca.gov>
Sent: Friday, January 9, 2026 12:58 PM
To: Rafael Torres <RTorres@ontarioca.gov>
Cc: Thomas Lambertson <TLambertson@ontarioca.gov>
Subject: RE: City of Ontario, Central Park Specific Plan, Specific Reservoir, Well, and Treatment Water System Infrastructure analysis

CAUTION – EXTERNAL SENDER

Rafael,

Thanks for this information!

The Central Park Specific Plan Environmental Impact Report mentions that as a part of the Backbone Infrastructure, the master planned 925 PZ reservoir shall be constructed on the City-owned reservoir site as directed by the City (PDF page 43). And well supply and any drinking water treatment necessary for the 925 PZ shall be constructed to supply the 925 PZ reservoir (PDF page 43).

The well and treatment location and number was unspecified, but it seems like construction and operation of this infrastructure (925 Reservoir, well, and treatment) would be further analyzed in your City's City of Ontario Water, Recycled Water, Sewer, and Drainage Master Plans Updates, MND now in circulation here: https://ceqanet.lci.ca.gov/2025120702 [ceqanet.lci.ca.gov]

Please let me know if that is not otherwise the case or if this infrastructure's construction and operation has been analyzed or will be analyzed in another document.

Thanks!

Lori Schmitz

From: Rafael Torres <RTorres@ontarioca.gov>
Sent: Thursday, January 8, 2026 8:56 AM
To: Schmitz, Lori@Waterboards <Lori.Schmitz@waterboards.ca.gov>
Subject: RE: City of Ontario, Central Park Specific Plan, Initial Study Needed

Caution: External Email. Use caution when clicking links or opening attachments. When in doubt, contact DIT or use the Phish Alert Button.

Hello Lori,

1

a

Pursuant to California Code of Regulations Section 15063(a), an Initial Study is not required for a project where an agency has decided to prepare an EIR. Additionally, the City used a CEQA Guidelines Section 15183 environmental checklist to document how other environmental topics (with the exception of historic resources and biological resources) are adequately addressed in the City's TOP 2050 EIR and are therefore not necessary to address in the Draft Focused EIR.

Below is the link to the documents associated with the Project (CenterPark Specific Plan).

https://ceqanet.lci.ca.gov/2025060731/2 [ceqanet.lci.ca.gov]

Under attachment *CenterPark Specific Plan Draft Focused EIR Appendices*, direct to **Appendix F - CEQA Guidelines Section 15183 Consistency Analysis** (Page 1983) of the document.

Let me know if you have any further questions.

Sincerely,

Rafael Torres
Assistant Planner
Planning Department
303 East B Street, Ontario, CA 91764
P: (909) 395-2979
E: rtorres@ontarioca.gov
www.ontarioca.gov

a cont.

From: Schmitz, Lori@Waterboards <Lori.Schmitz@waterboards.ca.gov>
Sent: Wednesday, January 7, 2026 11:20 AM
To: Rafael Torres <RTorres@ontarioca.gov>
Subject: City of Ontario, Central Park Specific Plan, Initial Study Needed

CAUTION – EXTERNAL SENDER

Rafael,

The City of Ontario circulated a Notice of Preparation through the State Clearinghouse for the Center Park Specific Plan. The initial study was not attached to the circulation. The City is now circulating the EIR but still has not attached the initial study for the Project.

Please send me the initial study for the Central Park Specific Plan.

Thanks!

Lori Schmitz

2

Lori Schmitz
Environmental Scientist

DIVISION OF FINANCIAL ASSISTANCE
Administration/Operator Certification Branch | Loans & Grants / Environmental / Special Project Review

Email: Lori.Schmitz@waterboards.ca.gov
Phone: +1 (916) 449-5285

State Water Resources Control Boards
1001 I Street, Sacramento CA 95814
Website: www.waterboards.ca.gov [waterboards.ca.gov]

Follow: X [x.com] | YouTube [youtube.com] | Facebook [facebook.com] | LinkedIn [linkedin.com]

3

Responses to Comment Letter S2 – State Water Resources Control Boards

Response S2 – a

Comment noted for the record. The construction and operation of required water infrastructure is analyzed within the City's Water Master Plan Update, for which an MND is now in circulation (State Clearinghouse #2025120702). These are regional facilities for which the Project will be contributing fair share/fees (addressed in the City's Development Agreement with the Project Applicant). Further, the Euclid Mixed Use Specific Plan EIR (State Clearinghouse #2023020281), along with the broader The Ontario Plan 2050 Supplemental EIR, addresses connections to the 925 PZ reservoir. As determined in the City's Water, Recycled Water, Sewer, and Drainage Master Plans Updates Initial Study and Mitigated Negative Declaration (IS/MND), impacts to utilities were determined to have a less than significant impact.

Comment Letter S3 – California Department of Fish and Wildlife

State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
VALERIE TERMINI, Acting Director

February 12, 2026

Rafael Torres
Assistant Planner
City of Ontario
303 East "B" Street
Ontario, CA 91761

Dear Mr. Torres:

CENTERPARK SPECIFIC PLAN (PSP24-002) (PROJECT)
DRAFT FOCUSED ENVIRONMENTAL IMPACT REPORT (DFEIR)
SCH# 2025060731

The California Department of Fish and Wildlife (CDFW) received a Notice of Availability of a DEIR from the City of Ontario for the Project pursuant the California Environmental Quality Act (CEQA) and CEQA Guidelines.[1] CDFW previously submitted comments in response to the Notice of Preparation of the DEIR.

Thank you for the opportunity to provide comments and recommendations regarding those activities involved in the Project that may affect California fish and wildlife. Likewise, we appreciate the opportunity to provide comments regarding those aspects of the Project that CDFW, by law, may be required to carry out or approve through the exercise of its own regulatory authority under the Fish and Game Code.

CDFW ROLE

CDFW is California's **Trustee Agency** for fish and wildlife resources and holds those resources in trust by statute for all the people of the State. (Fish & G. Code, §§ 711.7, subd. (a) & 1802; Pub. Resources Code, § 21070; CEQA Guidelines § 15386, subd. (a).) CDFW, in its trustee capacity, has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable populations of those species. (*Id.*, § 1802.) Similarly, for purposes of CEQA, CDFW is charged by law to provide, as available, biological expertise during public agency environmental review efforts, focusing specifically on projects and related activities that have the potential to adversely affect fish and wildlife resources. a

CDFW is also submitting comments as a **Responsible Agency** under CEQA. (Pub. Resources Code, § 21069; CEQA Guidelines, § 15381.) CDFW expects that it may need to exercise regulatory authority as provided by the Fish and Game Code. As proposed, for example, the Project may be subject to CDFW's lake and streambed alteration regulatory authority. (Fish & G. Code, § 1600 et seq.) Likewise, to the extent implementation of the Project as proposed may result in "take" as defined by State law of any species protected under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), the project proponent may seek related take authorization as provided by the Fish and Game Code.

PROJECT DESCRIPTION SUMMARY

Location: The Project site is located on 29 existing parcels totaling 257.34 acres in the southwestern portion of the City of Ontario, in San Bernardino County. The proposed Project site is bound to the north by a Southern California Edison (SCE) easement located approximately 330 feet north of Edison Avenue, Walker Avenue on the east, Eucalyptus Avenue on the south, Campus Avenue on the west, and bisected by Edison Aveue.

Project Description: The Project consists of a Specific Plan to allow for a residential and mixed-used retail/office development across 29 parcels and 22 planning

[1] CEQA is codified in the California Public Resources Code in section 21000 et seq. The "CEQA Guidelines" are found in Title 14 of the California Code of Regulations, commencing with section 15000.

areas within a 257.24-acre site. The Project site is comprised of two "Ownership Areas". Ownership Area 1 of the Project includes Planning Areas 5 and 7 through 18, which would allow for the development of up to 3,095 residential dwelling units, 210,544 square feet of mixed-use commercial/retail uses, and 55.98 acres of open-space parkland and non-recreational uses. Ownership Area 2 of the Project includes Planning Areas 1 through 4, 6, and 19 through 22, which would allow for the development of up to 1,198 residential dwelling units and 11.28 acres of open-space parkland and non-recreational uses. No development has been proposed for Planning Areas within Ownership Area 2 at this time and are anticipated to be developed at a future date.

a cont.

Timeframe: Anticipated timeline: 2026 - 2029

COMMENTS AND RECOMMENDATIONS

CDFW offers the comments and recommendations below to assist the City of Ontario in adequately identifying and/or mitigating the Project's significant, or potentially significant, direct and indirect impacts on fish and wildlife (biological) resources. Editorial comments or other suggestions may also be included to improve the document.

Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by CDFW or USFWS?

COMMENT 1: Table 4.1-2: Special Status Wildlife Species Potentially Occurring in the Site Vicinity

Section #4.1.2 Environmental Setting, Page # 4.1-6 - 4.1-10

Issue: The DFEIR does not accurately identify the status of certain special-status wildlife species that the Project may have a significant, or potentially significant, impacts on.

Specific impact: Table 4.1-2 depicting the special-status wildlife species that have the potential to occur on the Project site has incorrect status listings for multiple species. The following species have an incorrect Federal or State Status listed: Burrowing owl (*Athene cunicularia*), Northerwestern San Diego pocket mouse (*Chaetodipus fallax fallax),* San Bernardino kangaroo rat *(Dipodomys merriami parvus),* Stephens' kangaroo rat *(Dipodomys stephens), and* San Diego black-tailed jackrabbit *(Lepus californicus bennettii).*

b

The above species' incorrect status listing may result in inadequate analysis of certain species and/or may result in a less meaningful consideration of significant impacts to the special-status wildlife species under CEQA.

Evidence impact would be significant: Compliance with CEQA is predicated on a complete and accurate description of the environmental setting that may be affected by the proposed Project. CDFW is concerned that the assessment of the existing environmental setting with respect to special-status wildlife species has not been adequately analyzed in the DFEIR. Consistent with CEQA Guidelines, Section 15380, Cal. Code Regs., tit. 14, § 670.5 and Title 50, Code of Federal Regulations Sections 17.11 or 17.12, the status of certain species under the California Endangered Species Act (Fish & G. Code, § 2050 *et seq.*) and Federal Endangered Species Act qualifies those species as an endangered, rare, or threatened species under CEQA.

Recommended Revision: CDFW recommends the list be reassessed and updated. Specifically, CDFW recommends the following revisions: update burrowing owl to be identified as a Candidate species pursuant to CESA, remove state status of Species of Special Concern from Northwestern San Diego pocket mouse and San Diego black-tailed jackrabbit, update San Bernardino kangaroo rat to be identified as an Endangered species pursuant to CESA, and update Stephens' kangaroo rat to be

identified as a Federally Threatened species under the Federal Endangered Species Act (in addition to its status under CESA). b cont.

COMMENT 2: California Endangered Species Act

Section 4.1.3, Regulatory Setting, Page 4.1-13

Issue: The DFEIR does not adequately identify the Project's significant, or potentially significant, impacts to species pursuant to the California Endangered Species Act.

Specific impact: The DFEIR's California Endangered Species Act paragraph states that, "CESA does not include listing provisions for invertebrate species". On May 31, 2022, California's Third District Court of Appeal issued a published opinion reversing the judgement of Almond Alliance of California et al. v. Fish and Game Commission et al. The appeal determined that invertebrate species may be listed as endangered or threatened species under CESA. Invertebrate species, specifically those that fall under CESA protection, have not been identified and discussed in this Draft Focused Environmental Impact Report (DFEIR) and thus were not thoroughly reviewed nor surveyed within the proposed Project area. Table 4.1-2 of the DFEIR does correctly list the status of Crotch's bumble bee as a state candidate, but it is not discussed elsewhere within the remaining document. The Project may result in temporal or permanent, and potentially significant, impacts to invertebrate species listed under CESA.

Certain invertebrate species, such as Crotch's bumble bee (*Bombus crotchii*), have been granted CESA candidacy under the 2022 appeal and therefore receive the same protections as threatened and endangered species. As mentioned in the 2025 CDFW comment letter to the NOP for this Project, there are documented sightings of Crotch's bumble bee near the proposed Project area. However, the only mention of Crotch's bumble bee is in Table 4.1-2 and it presumes the species to have no potential for occurrence because of the lack of suitable food sources. Because of the incorrect statement of invertebrate species under the Regulatory Setting of the DFEIR, certain species may not have been correctly identified as Special-Status Wildlife Species and therefore, were not fully analyzed and surveyed to determine if the project would have a substantial adverse effect on the species. Lastly, Crotch's bumble bee are generalist foragers documented to use a wide variety of flowering plants for their nectar and pollen sources. If flowering vegetation exists within the Project area, there is suitable foraging habitat for Crotch's bumble bee. c

Evidence impact would be significant: Compliance with CEQA is predicated on a complete and accurate description of the environmental setting that may be affected by the proposed Project. CDFW is concerned that the assessment of the existing environmental setting with respect to species pursuant CESA has not been adequately analyzed in the DFEIR due to its inaccuracy.

The California Court of Appeal ruled in *Almond All. Of California v. Fish and Game Comm'n* (2022),79 Cal.App.5th 337,336 (Case No.C093542) that, "the Commission may list any invertebrate as an endangered or threatened species under [Fish and Game Code sections] 2062 and 2067, if the invertebrate meets the requirements of those statues, and thus may also designate any invertebrate as a candidate species under section 2068, if the species or subspecies may otherwise qualify as endangered or threated species". Take of any endangered, threatened, or candidate species that results from the Project is prohibited, except as authorized by State law (Fish & G. Code, §§ 86, 2062, 2067, 2068, 2080, 2085; Cal. Code Regs., tit. 14, § 786.9). Consistent with CEQA Guidelines, Section 15380, and Cal. Code Regs., tit. 14, § 670.5, the status of the certain invertebrate species under the California Endangered Species Act (Fish & G. Code, § 2050 *et seq.*) qualifies those species as an endangered, rare, or threatened species under CEQA. Inadequate avoidance, minimization, and mitigation measures for impacts to sensitive or special status species could result in the Project having a substantial adverse direct, indirect, and cumulative

effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species by CDFW.

Recommended Revision: CDFW recommends that the DFEIR revise the California Endangered Species Act section of the Regulatory Setting, 4.1.3, to include invertebrate species. CDFW also recommends that a habitat assessment and species-specific surveys be conducted for CESA invertebrate species that may occur within the proposed Project area. If invertebrate species are detected, an impact analysis, along with the appropriate minimization and avoidance measures should be included in the FDEIR. If invertebrate species under CESA cannot be fully avoided, Project activities shall be postponed until appropriate authorization (i.e., a finalized CESA ITP under Fish and Game Code section 2081) is obtained.

c cont.

COMMENT 3: Biological Resource Survey

Section # 4.1.4, Impact Thresholds and Significance Criteria, Page # 4.1-17

Issue: The DFEIR does not adequately identify the Project's significant, or potentially significant, impacts to biological resources.

Specific impact: The DFEIR analysis and conclusion relies on one general reconnaissance level survey of the Project site to identify special status species, vegetation communities, and habitats that could support special status species.

Per the *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (CDFW, March 2018)[2], botanical field survey visits should be spaced throughout the growing season and multiple visits to the project area are usually required to capture the floristic diversity at a level necessary to determine the presence of special-status plant species. The 2024 June general field investigation of Ownership Area 1 was outside the bloom period, and towards the end of the bloom period, for several of the special-status plant species.

CDFW is concerned that the singular field investigation on June 13, 2024, is insufficient in timing and outdated, and thus is inadequate to rely upon to properly identify special status species, vegetation communities, and habitats that support special status wildlife and may not reflect current occupancy of sensitive or listed species.

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CDFW maintains, as noted in the Center Park Specific Plan NOP Comment Letter, that focused species-specific surveys should be conducted by a qualified biologist at the appropriate time of year and day when the sensitive species are active or otherwise identifiable. In addition to rare plants and sensitive vegetation communities, species-specific surveys should be conducted for special status species that may occur within the Project site, including burrowing owl, Crotch's bumblebee, and tricolored blackbird.

Recent surveys during the appropriate times of the year are needed to identify potential impacts to biological resources; inform appropriate avoidance, minimization, and mitigation measures; and determine whether impacts to biological resources have been mitigated to a level that is less than significant. Additionally, the DFEIR should acknowledge that if any areas within the Project site are left vacant or left graded and inactive in the interim period between construction phases, environmental conditions may change. Grading and leaving a site inactive may result in the area becoming occupied by wildlife that utilize disturbed areas.

The lack of focused surveys does not provide the DFEIR an adequate biological baseline due to its inadequate plant and wildlife inventory, observation of migratory birds that utilize the site, and observation of nesting or breeding species that utilize the site. Additionally, the lack of focused surveys hinders the analysis of impacts to special-status species. Reconnaissance surveys can be used to gather general information

[2] California Department of Fish and Wildlife. March 20, 2018. Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities. Special Status Native Plant Populations and Sensitive Natural Communities (ca.gov).

about habitat, but it should not be used to determine the presence or absence of candidate, sensitive, or special status species. The failure to locate a known special status species occurrence during one field season does not constitute evidence that the species' occurrence no longer exists at a location, particularly if adverse conditions are present.

Evidence impact would be significant: Compliance with CEQA is predicated on a complete and accurate description of the environmental setting that may be affected by the proposed Project. CDFW is concerned that the assessment of the existing environmental setting with respect to biological resources has not been adequately analyzed in the DFEIR. Impacts to special status species should be considered significant under CEQA unless they are clearly mitigated below a level of significance. Without an accurate biological baseline of present candidate, sensitive, or special status species and the delay in development of species avoidance, minimization, and mitigation measures, it is unclear if the mitigation measures proposed to be implemented for the Project will avoid, minimize, or mitigate the impacts to a level below significant adverse effect

Recommended Potentially Feasible Mitigation Measure(s) to reduce impacts to less than significant: CDFW recommends the inclusion of the following new mitigation measure, BIO-6 in the DFEIR (edits are in bold):

d cont.

Mitigation Measure MM BIO-6 (New):

Prior to commencing ground-disturbing activities within the Center Park Specific Plan, including staging and storage, a complete and recent inventory will be completed, including rare, threatened, endangered, and candidate species, Species of Special Concern (SSC) and California Fully Protected Species (Fish and Game Code § 3511), and any other species not included in a specific listing but that can be shown to meet the criteria of a rare or endangered species (CEQA Guidelines § 15380), for which suitable habitat is present within or adjacent to the Project. The inventory should address seasonal variations in use of the Project area and should not be limited to resident species. Focused species-specific surveys, completed by a qualified biologist and conducted at the appropriate time of year and time of day when the sensitive species are active or otherwise identifiable are required. Acceptable species-specific survey procedures should be developed in consultation with CDFW and the U.S. Fish and Wildlife Service, where necessary. Note that CDFW generally considers biological field assessments for wildlife to be valid for a one-year period, and assessments for rare plants may be considered valid for a period of up to three years. Some aspects of the proposed Project may warrant periodic updated surveys for certain sensitive taxa, particularly if the Project is proposed to occur over a protracted time frame, or in phases, or if surveys are completed during periods of drought.

COMMENT #4: Burrowing Owl (*Athene cunicularia)*

Section 4.1.6, Impacts and Mitigation Measures, Page 4.1-21 – 4.1-25

Issue: The DFEIR does not adequately identify the Project's significant, or potentially significant, impacts to burrowing owl.

Specific impact: The 2025 DFEIR includes impacts to biological resources identified in the biological report prepared by Cadre Environmental in 2024. However, the DFEIR fails to update burrowing owl (BUOW) as a candidate species under the California Endangered Species Act (CESA) in the DFEIR's following sections: Special-Status Wildlife Species, Impact Thresholds and Significance Criteria, Impacts and Mitigation Measures, and Cumulative Impacts. Specifically, Pg. 4.1-22 of the DFEIR states that, "While the species [BUOW] is not protected by state or federal endangered species acts…" which is contradictory to BUOW's current status as a candidate species under

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CESA. CDFW is concerned that the DFEIR does not adequately assess impacts to BUOW as a CESA candidate species and is also concerned that the associated mitigation measures were not updated to reflect BUOW's CESA candidacy status.

CDFW agrees with the consultant's analysis that BUOW has a moderate potential for occurring on the Project site. However, CDFW is concerned that the single field investigation on June 13, 2024 did not adequately account for potential burrowing owl on site and that the survey is outdated to reflect current potential occupancy. Burrowing owls frequently move into disturbed areas since they are adaptive to highly modified habitats[3,4]. Focused surveys for the species following a CDFW approved guideline, or similar approach, were not conducted prior to the release of the DFEIR and therefore the DFEIR does not adequately analyze impacts, nor provide adequate minimization and mitigation measures, to the candidate species which is afforded the same protections of an endangered or threatened species under CESA.

As noted in the DFEIR, BUOW use predominantly open land such as grassland, agriculture, and play habitats, and can often occur in less than optimal habitat. The 2024 Biological Resource Technical Report noted that suitable burrows larger than 4 inches in diameter and foraging habitat for BUOW were documented within and adjacent to the east of Ownership Area 1. The DFEIR, under MM BIO-4, states that 4 focused BUOW surveys will be conducted prior to construction, anticipated to begin 2026, between the months of February and July. While CDFW agrees that focused surveys should be conducted prior to construction, this level of surveys should also be conducted in advance of the CEQA document to aid in the determination of impacts and to identify appropriate and commensurate mitigation.

The current Mitigation Measure BIO-4 (MM BIO-4) will not adequately reduce impacts to BUOW to less than significant. Given the proposed Project activities, anticipated timeline, and current minimization measures, to the Project may not be able to fully avoid take as defined in Fish and Game Code section 86.

e cont.

Evidence impact would be significant: Compliance with CEQA is predicated on a complete and accurate description of the environmental setting that may be affected by the proposed Project. CDFW is concerned that the assessment of the existing environmental setting with respect to burrowing owl has not been adequately analyzed in the DFEIR.

On October 10, 2024, the California Fish and Game Commission accepted a petition to list Western Burrowing Owl as endangered under CESA, determining the listing "may be warranted" and advancing the species to the candidacy stage of the CESA listing process. As a candidate species, Western Burrowing Owl is granted full protection of a threatened species under CESA. If Project activities could result in take, appropriate CESA authorization (i.e., Incidental Take Permit under Fish and Game Code section 2081) should be obtained prior to commencement of Project activities. Take of any endangered, threatened, or candidate species that results from the Project is prohibited, except as authorized by State law (Fish & G. Code, §§ 86, 2062, 2067, 2068, 2080, 2085; Cal. Code Regs., tit. 14, § 786.9). Take of individual burrowing owls and their nests is defined by Fish and Game Code section 86, and prohibited by sections 3503, 3503.5 and 3513. Inadequate avoidance, minimization, and mitigation measures for impacts to sensitive or special status species could result in the Project having a substantial adverse direct, indirect, and cumulative effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species by CDFW.

Recommended Potentially Feasible Mitigation Measure to reduce impacts to less than significant: CDFW recommends that prior to adoption of the DFEIR, focused

[3] Chipman, E. D., N. E. McIntyre, R. E. Strauss, M. C. Wallace, J. D. Ray, and C. W. Boal. 2008. Effects of human land use on western burrowing owl foraging and activity budgets. Journal of Raptor Research 42(2): 87-98.
[4] Coulombe, H. N. 1971. Behavior and population ecology of the Burrowing Owl, *Speotyto cunicularia*, in the Imperial Valley of California. Condor 73:162–176

breeding and non-breeding surveys for burrowing owl be conducted on the Project site by a qualified biologist to establish the environmental baseline of resident and migratory individuals. It is important to note that according to the 2012 Staff Report, passive relocation (also known as exclusion) is not a take avoidance, minimization, or mitigation method and is considered a potentially significant impact under CEQA. Because appropriate focused surveys were not conducted prior to circulation of the DFEIR, the DFEIR may not adequately identify potentially significant impacts. CDFW recommends the DFEIR be revised and recirculated following completion of surveys so that results and appropriate specific avoidance, minimization, and mitigation measures can be included, to ensure that impacts to burrowing owls are reduced to less than significant. However, if the City chooses not to follow this path, CDFW recommends the following revisions to MM BIO-4 (edits are in ~~strikethrough~~ and **bold**) to ensure an adequate assessment is completed and CESA authorization is obtained, if needed. If the DSEIR is recirculated without addressing these mitigation concerns, CDFW recommends the impact analysis to BUOW be elevated to Potentially Significant Impacts.

e cont.

Mitigation Measure # BIO-4:

Focused and Preconstruction Burrowing Owl Surveys. Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2012~~2~~2, CDFW staff report on Burrowing Owl Mitigation **prior to vegetation removal or ground-disturbing activities for all phases of Project construction.** Specifically, a total of four (4) surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. **The Designated Biologist shall provide CDFW a GIS or KMZ map of BUOW burrow complex(es) and atypical burrows (e.g. culverts, buckled concrete, etc.) The map shall be at a scale of 1:24,000 or finer to show details and shall show locations of all BUOW sightings and labeled if sightings were potential burrows, occupied burrows, satellite burrows, areas of concentrated burrows, and BUOW sign. Locations documented by use of GPS coordinates must be collected in NAD83 datum. The map shall include an outline of the Project Area, a title, north arrow, scale bar, and legend.**

A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities.

~~If burrowing owls are detected on-site during the focused surveys or 14-day preconstruction survey efforts, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active burrows until a qualified biologist has confirmed that nesting efforts are complete or not initiated. In addition to monitoring breeding activity, if construction is proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl relocation plan will be developed and approved by the City of Ontario, CDFW and USFWS.~~

If burrowing owl occupancy is confirmed, and if Project activities may impact burrowing owl, including burrow exclusion and closure, the Project Proponent shall begin early coordination with CDFW for appropriate CESA authorization (i.e., Incidental Take Permit (ITP) under Fish and Game Code section 2081) prior to commencement of Project activities. The ITP application shall describe, at a minimum, project activities and equipment, proposed avoidance/buffers, temporary and permanent impacts, monitoring, relocation and/or translocation, and minimization and compensatory mitigation actions. ITP compensatory mitigation will be fulfilled by one or more of following options: 1) Permittee-

responsible mitigation land acquisition or 2) Conservation or Mitigation Bank credits (if available).

e cont.

COMMENT # 5: Crotch's bumble bee (*Bombus crotchii*)

Section 4.1.6, Impacts and Mitigation Measures

Issue: The DFEIR does not adequately identify the Project's significant, or potentially significant, impacts to Crotch's bumble bee.

Specific impact: Crotch's bumble bee was not identified as a CESA candidate species within the DFEIR and was not specifically surveyed for prior to the distribution of the DFEIR. CDFW is concerned that the DFEIR does not sufficiently identify potential Project impacts to Crotch's bumble bee and does not provide appropriate mitigation measures to fully mitigate impacts to less than significant. The Project has the potential to result in take of Crotch's bumble bee and has the potential to cause permanent or temporary loss of Crotch's bumble bee habitat.

Table 4.1-2 concludes that the species has no potential to occur on-site based on the assumed lack of suitable food sources and heavily disturbed conditions. CDFW notes that there are 2 CNDDB occurrences for crotch's bumble bee within 1 mile of the project area. A queen's dispersal distance averages around 10 km (6.2 miles)[5,6,7] and the foraging range for bumble bee's is averaged at roughly 1-2 km (0.62-1.24 miles) from the nest in a single trip[8,9,10]. As noted in comment #3 above, CDFW is concerned that the general field investigation conducted in June 2024 may not have thoroughly inspected the area for both Crotch's bumble bee and the plants the species relies upon for habitat and therefore a full impact analysis, and associated mitigation measures are not included in the DFEIR. Project activities may result in take of Crotch's bumble bee from collapsing burrows, entombment, displacement, dust from Project operations, and vegetation removal that reduces foraging and nesting habitat. The Projects DFEIR's lack of impact analysis and associated mitigation measures may result in significant impacts to Crotch's bumble bee under CEQA.

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Crotch's bumble bee occurs primarily in California, including the Mediterranean region, Pacific Coast, Western Desert, Great Valley and adjacent to foothills through most of southwestern California[11]. Crotch's bumble bee are generalist foragers and have been reported visiting a wide variety of flower plants. The plant families most commonly associated with Crotch's bumble bee observations or collections from California include Fabaceae, Apocynaceae, Asteraceae, Lamiaceae, Boraginaceae and Asclepiadaceae. This is not a comprehensive list, and the species has been observed foraging and utilizing areas with high levels of disturbance and nonnative plant species. Ground disturbance (e.g., trenching, grading, soil compaction, and earth-moving activities) and vegetation removal have the potential to destroy Crotch's bumble bee burrows. Additionally, these activities create elevated levels of noise, human activity, dust, ground vibrations, and vegetation disturbance which may also impact the species if found within the Project site.

[5] Jha, S., and C. Kremen. 2013. Urban land use limits regional bumble bee gene flow. Molecular Ecology 22:2483–2495.
[6] Kraus, F. B., S. Wolf, and R. F. A. Moritz. 2009. Male flight distance and population substructure in the bumblebee Bombus terrestris. Journal of Animal Ecology 78:247–252.
[7] Williams, P. H., R. W. Thorp, L. L. Richardson, and S. R. Colla. 2014. Bumble Bees of North America: An Identification Guide. Princeton University Press.
[8] Dramstad, W. E., G. L. A. Fry, and M. J. Schaffer. 2003. Bumblebee foraging—is closer really better? Agriculture, Ecosystems & Environment 95:349–357
[9] Walther-Hellwig, K., and R. Frankl. 2000. Foraging habitats and foraging distances of bumblebees, Bombus spp. (Hym., Apidae), in an agricultural landscape. Journal of Applied Entomology 124:299–306.
[10] Williams, P. H., R. W. Thorp, L. L. Richardson, and S. R. Colla. 2014. Bumble Bees of North America: An Identification Guide. Princeton University Press.
[11] Williams, P. H., et al. 2014. The Bumble Bees of North America: An Identification Guide. Princeton University Press, Princeton

Evidence impact would be significant: Compliance with CEQA is predicated on a complete and accurate description of the environmental setting that may be affected by the proposed Project. CDFW is concerned that the assessment of the existing environmental setting with respect to Crotch's bumble bee has not been adequately analyzed in the DFEIR. Crotch's bumble bee is a candidate species for listing under CESA; therefore, it receives the same legal protection afforded to endangered or threatened species under CESA pursuant to Fish & G. Code §§ 2074.2 & 2085. If found on-site, the Project could result in crushing or killing Crotch's bumble bees, reduction in sufficient food resources such as nectar and pollen, and/or removal of nesting and overwintering sites. Many bumble bee species, once common in the western United States, have undergone a dramatic decline in both distribution and abundance and are now extirpated from much of their historic ranges[12]. Many bumble bees are threatened with extinction due primarily to reductions in habitat from urbanization, intensive agriculture, and invasive species introductions[13]. If Crotch's bumble bee occurs at the Project site and Project impacts to Crotch's bumble bee occur, this could result in a substantial reduction in the species' population, which could be a significant impact. f cont.

Recommended Potentially Feasible Mitigation Measure to reduce impacts to less than significant: CDFW recommends the inclusion of the following new mitigation measure, BIO-7 in the DFEIR to ensure an adequate assessment is completed and CESA authorization is obtained, if needed

Mitigation Measure #: BIO-7 (New)

(MM-BIO 7.1) A qualified entomologist familiar with the species behavior and life history shall conduct surveys to determine the presence/absence of Crotch's bumble bee. Surveys should follow CDFW's *Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species*[14]. If no CESA-protected bumble bees are found during the surveys, but the habitat assessment identified suitable nesting, foraging, or overwintering habitat within the project site, it is recommended that a biological monitor be onsite during vegetation or ground disturbing activities that take place during any of the Queen and Gyne flight Period and Colony Active Period to ensure continued avoidance of this hjghly mobile species. Survey results, including negative findings, should be submitted to CDFW prior to implementing Project-related ground disturbing activities. At minimum, a survey report should provide the following:

a) A description and map of the survey area, focusing on areas that could provide suitable habitat for Crotch's bumble bee. CDFW recommends the map show surveyor(s) track lines to document that the entire site was covered during field surveys.

b) Field survey conditions that should include name(s) of qualified entomologist(s) and brief qualifications; date and time of survey; survey duration; general weather conditions; survey goals, and species searched.

c) Map(s) showing the location of nests/colonies.

d) A description of physical (e.g., soil, moisture, slope) and biological (e.g., plant composition) conditions where each nest/colony is found. A sufficient description of biological conditions, primarily impacted habitat, should include native plant composition (e.g., density, cover, and abundance) within impacted habitat (e.g., species list separated by vegetation class; density,

[12] Hatfield, R., Jepsen, S., Foltz Jordan, S., Blackburn, M., Code, Aimee. 2018. A Petition to the State of California Fish and Game
Commission to List Four Species of Bumblebees as Endangered Species
[13] Ibid
[14] California Department of Fish and Wildlife. 2023. Survey Considerations for California Endangered Species
Act (CESA) Candidate Bumble Bee Species.

cover, and abundance of each species).

(MM-BIO- 7.2) If Crotch's bumble bee is detected and if impacts to Crotch's bumble bee cannot be feasibly and fully avoided during Project construction and activities, the Project proponent shall coordinate with CDFW to obtain appropriate permits for incidental take of Crotch's bumble bee and provide appropriate mitigation for impacts to Crotch's bumble bee habitat.

f cont.

ENVIRONMENTAL DATA

CEQA requires that information developed in environmental impact reports and negative declarations be incorporated into a database which may be used to make subsequent or supplemental environmental determinations. (Pub. Resources Code, § 21003, subd. (e).) Accordingly, please report any special status species and natural communities detected during Project surveys to the California Natural Diversity Database (CNDDB). The CNNDB field survey form can be filled out and submitted online at the following link: https://wildlife.ca.gov/Data/CNDDB/Submitting-Data. The types of information reported to CNDDB can be found at the following link: https://www.wildlife.ca.gov/Data/CNDDB/Plants-and-Animals.

ENVIRONMENTAL DOCUMENT FILING FEES

The Project, as proposed, would have an impact on fish and/or wildlife, and assessment of environmental document filing fees is necessary. Fees are payable upon filing of the Notice of Determination by the Lead Agency and serve to help defray the cost of environmental review by CDFW. Payment of the environmental document filing fee is required in order for the underlying project approval to be operative, vested, and final. (Cal. Code Regs, tit. 14, § 753.5; Fish & G. Code, § 711.4; Pub. Resources Code, § 21089.)

CONCLUSION

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Due to the issues presented in this letter, CDFW concludes that the DFEIR does not adequately identify or mitigate the Project's significant, or potentially significant, impacts on biological resources. Deficiencies in the Lead Agency CEQA document can affect later project approvals by CDFW in its role as a Responsible Agency. In addition, because of these issues, CDFW has concerns that Lead Agency may not have the basis to approve the project or make "findings" as required by CEQA unless the environmental document is modified to eliminate and/or mitigate significant impacts, as reasonably feasible (CEQA Guidelines, §§ 15074, 15091 & 15092).

Questions regarding this letter or further coordination should be directed to Amelia Viera, Environmental Scientist at Amelia.Viera@wildlife.ca.gov or (909) 544 – 2528.

Sincerely,

DocuSigned by:
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Responses to Comment Letter S3 - California Department of Fish and Wildlife

Response S3 – a

Comment is introductory and general in nature. Therefore, no further action needed.

Response S3 – b

Comment requests update of species' status on Draft Focused EIR Table 4.1-2: Special Status Wildlife Species Potentially Occurring in the Site Vicinity (pages 4.1-6 through 4.1-10) for burrowing owl (*Athene cunicularia*), Northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*), San Bernardino kangaroo rat (*Dipodomys merriami parvus*), Stephens' kangaroo rat (*Dipodomys stephens*), and San Diego black-tailed jackrabbit (*Lepus californicus bennettii*). The recommendations have been adopted as follows:

- The California Endangered Species Act (CESA) listing of Burrowing owl has been updated and Burrowing owl is now considered by CDFW as a Candidate species;
- Northwestern San Diego pocket mouse and San Diego black-tailed jackrabbit are no longer listed as a Species of Special Concern under state status;
- The CESA listing of San Bernardino kangaroo rat has been updated as an Endangered species; and,
- The Federal Endangered Species Act (FESA) listing of Stephens' kangaroo rat (*Dipodomys stephens*) has been updated and Stephens' kangaroo rat is now considered by CDFW as a Federally Threatened species).

As discussed in Draft Focused EIR Appendix C1: Biological Resources Technical Report (page 5), the reconnaissance survey of the Ownership Area 1 conducted on June 13, 2024, was used to characterize and identify potential sensitive plant and wildlife habitats, and to establish the accuracy of the data identified in the literature search. Habitat assessments were conducted for, but not limited to, the following target species/groups: Delhi sands flower loving fly, coastal California gnatcatcher, burrowing owl, common and sensitive bat species, and sensitive plants.

Petitioned in March 2024, western burrowing owl (*Athene cunicularia hypugaea*) was designated as a candidate species on October 25, 2024. In early 2022, western burrowing owl was previously designated by CDFW as a Species of Special Concern. As mentioned above, the reconnaissance survey conducted a habitat assessment for burrowing owl for Ownership Area 1, and the western burrowing owl was analyzed under the Draft Focused EIR (See pages 4.1-18, 4.1-21, and 4.1-22). With the revised burrowing owl mitigation outlined in Response S3 – e, below, impacts to burrowing owl would remain less than significant with Mitigation Measure (MM) BIO-4.

Northwestern San Diego pocket mouse and San Diego black-tailed jackrabbit were previously listed as State Species of Special Concern in the Draft Focused EIR (page 4.1-9) but did not have State special species status at the time of publication of the Draft Focused EIR. This has been corrected below and is reflected in **Section 3.0: Errata to the Draft Focused EIR** of this Final EIR. Nonetheless, the Draft Focused EIR conducted a habitat assessment on Ownership Area 1 to determine the occurrence potential for northwestern San Diego pocket mouse and found that it is not expected to occur on-site based on a lack of suitable undisturbed habitats including coastal sage scrub and associations (Draft Focused EIR page 4.1-9). The Draft Focused EIR also found that San Diego black-tailed jackrabbit is not expected to occur

on-site based on a lack of suitable undisturbed habitats (Draft Focused EIR page 4.1-9). Impacts to northwestern San Diego pocket mouse and San Diego black-tailed jackrabbit would not constitute as an impact to special-status species. However, future development of Ownership Area 2 would need to undergo a Programmatic Assessment Area CEQA Analysis consistent with MM BIO-5 for any special-status species changes for northwestern San Diego pocket mouse and San Diego black-tailed jackrabbit in addition to other special-status protected species.

The San Bernardino kangaroo rat was listed under the FESA on September 24, 1998. In early 2022, the San Bernardino kangaroo rat was a CDFW Species of Special Concern. Under the CESA, it was added to the endangered species list on November 22, 2023. Therefore, as mentioned above, the San Bernardino kangaroo rat has been updated as an Endangered species pursuant to CESA. As discussed in Draft Focused EIR Section 4.1: Biological Resources (page 4.1-9), San Bernardino kangaroo rat is not expected to occur on Ownership Area 1 based on a lack of suitable undisturbed habitats including Riversidean alluvial fan sage scrub and associations. As analyzed in the Draft Focused EIR, Ownership Area 1 does not contain suitable habitat for this species, and this species is not considered to be present. Impacts to San Bernardino kangaroo rat would remain less than significant for Ownership Area 1. Impacts to San Bernardino kangaroo rat would be reduced with MM BIO-5, Programmatic Assessment Area CEQA Analysis, for Ownership Area 2.

Stephens' kangaroo rat was listed as federally endangered under the FESA on September 30, 1988. On February 17, 2022, Stephens' kangaroo rat was downlisted to federally threatened. As discussed in Draft Focused EIR Section 4.1: Biological Resources (page 4.1-9), Stephens' kangaroo rat is not expected to occur on Ownership Area 1 based on a lack of suitable undisturbed habitats. As analyzed in the Draft Focused EIR, Ownership Area 1 does not contain suitable habitat for this species, and this species is not considered to be present. Impacts to Stephens' kangaroo rat would remain less than significant for Ownership Area 1. Impacts to Stephens' kangaroo rat would be reduced with MM BIO-5, Programmatic Assessment Area CEQA Analysis, for Ownership Area 2.

In consideration of the above, revisions to special species status for the above identified species do not constitute a substantial change to the approved Project as described by CEQA Guidelines Section 15088.5 and therefore do not necessitate recirculation of the EIR.

Refer to **Section 3.0: Errata to the Draft Focused EIR** of this Final EIR and below for the revisions to Draft Focused EIR Table 4.1-2 (pages 4.1-6 through 4.1-10) concerning revisions of special species status:

Table Error! No text of specified style in document.**-2: Special-Status Wildlife Species Potentially Occurring in the Site Vicinity**

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Invertebrates				
Crotch's bumble bee (*Bombus crotchii*)	--	SC	Inhabits grasslands and shrublands and requires a hotter and drier environment than other bumblebee species.	**No Potential:** Not expected to occur on-site based on lack of suitable food sources and heavily disturbed conditions.
Delhi Sands flower-loving fly (*Rhaphiomidas terminatus abdominalis*)	FE	--	Restricted to Delhi sand formations in Riverside and San Bernardino Counties.	**Low Potential.** The Delhi Sands flower-loving fly is not expected to occur on-site based on the historic and ongoing impacts to the Project site respective of active dairy and

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
				agricultural use. However, approximately 19-acres of the eastern region of the Project site and Ownership Area 2 are mapped as Delhi soils.
Reptiles and Amphibians				
Western spadefoot (*Spea hammondii*)		SSC	Primary habitat for this species includes suitable breeding habitat below 1500 meters (i.e., vernal pools or other standing water that is free of exotic species) with secondary habitats including adjacent chaparral, sage scrub, grassland, and alluvial scrub habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed soils and continuous dairy and agricultural activities conducted.
Southern California legless lizard (*Anniella stebbinsi*)		SSC	Broadleaved upland forest, chaparral, coastal dunes, and coastal scrub. Occurs in sandy or loose loamy soils under sparse vegetation, generally in moist, loose soil.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
California glossy snake (*Arizona elegans occidentalis*)		SSC	Generalist reported from a range of scrub and grassland habitats, often with loose or sandy soils.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Coastal western whiptail (*Aspidoscelis tigris stejnegeri*)		SSC	The coastal western whiptail occurs in a wide variety of habitats including coastal sage scrub, desert scrub, Riversidean alluvial fan scrub, woodlands, grasslands, playas, and respective ecotones between these habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation **or soils.**
San Bernardino ringneck snake (*Diadophis punctatus modestus*)	--	--	Chaparral, coastal sage scrub, grassland, riparian, and woodlands.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Western pond turtle (*Actinemys marmorata*)	--	SSC	The western pond turtle inhabits slow moving permanent or intermittent streams, small ponds, small lakes, reservoirs, abandoned gravel pits, permanent and ephemeral shallow wetlands, stock ponds, and sewage treatment lagoons.	**Not Detected.** Not expected to occur on-site based on a lack of suitable undisturbed basking sites and permanent water.
Coast horned lizard (*Phrynosoma blainvillii*)	--	SSC	Open areas of sandy soil with coastal sage scrub, chaparral, grassland, riparian, and washes and watercourses.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Coast patch-nosed snake (*Salvadora hexalepis virgultea*)	--	SSC	The coast patch-nosed snake prefers brushy coastal sage scrub/ chaparral habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Two-striped gartersnake (*Thamnophis hammondii*)	--	SSC	Marsh and swamp, riparian scrub, riparian woodland, and wetland. Highly aquatic, found in or near permanent fresh water. Often along streams with rocky beds and riparian growth.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation, soils or permanent water.
Birds				
Cooper's hawk (*Accipiter cooperii*)	--	SSC	Cooper's hawk is most commonly found within or adjacent to riparian/oak forest and woodland habitats. This uncommon resident of California increases in numbers during winter migration.	**Low Potential** – May occasionally forage on-site and breed within the mature Eucalyptus trees**.**
Sharp-shinned hawk (*Accipiter striatus*)	--	CWL	Potential habitat for the sharp-shinned hawk includes montane coniferous forest for potential breeding areas and riparian	**Low Potential** – May occasionally forage on-site.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
			scrub, woodland, and forest habitat, oak woodland and forest, chaparral, coastal sage scrub, desert scrub, and Riversidean alluvial fan sage scrub for foraging.	
Tri-colored blackbird (*Agelaius tricolor*)	--	ST/SSC	Marshes and grasslands. Breeding colonies require nearby water, nesting substrate, and foraging habitat of grassland, woodland, or agricultural cropland.	**No Potential.** Not expected to occur on-site based on a lack of nesting habitat (cattail, rushes, and willows) within or adjacent to the Project site.
Golden eagle (*Aquila chrysaetos*)	--	CWL, SFP	Within southern California, the species prefers grasslands, brushlands (coastal sage scrub and chaparral), deserts, oak savannas, open coniferous forests, and montane valleys.	**Low Potential** – May occasionally forage on-site.
Great egret (*Ardea alba*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential** – Expected to occasionally forage on-site but not breed.
Great blue heron (*Ardea herodias*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential** – Expected to occasionally forage on-site but not breed.
Burrowing owl (*Athene cunicularia*)	--	SC~~SSC~~	The burrowing owl uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, desert scrub habitats. Some breeding burrowing owls are year-round residents and additional individuals from the north may winter throughout the region.	**Moderate Potential** – Suitable burrows larger than 4 inches in diameter and foraging habitat documented within the fallow fields on-site.
Ferruginous hawk (*Buteo regalis*)	--	CWL	Grasslands and other open terrain of the plains and foothills. Wintering species. Primarily open fields with low vegetation.	**Low Potential** – May occasionally forage on-site.
Swainson's hawk (*Buteo swainsoni*)	--	ST	Grasslands and other open terrain.	**Low Potential** – May occasionally forage on-site.
Mountain plover (*Charadrius montanus*)	--	SSC	Dry upland prairies and plains, semidesert, bare dirt fields.	**No Potential**. Not expected to occur on-site based on a lack of suitable undisturbed vegetation.
Northern harrier (*Circus cyaneus*)	--	SSC	The northern harrier frequents open wetlands, wet/lightly grazed pastures, fields, dry uplands/prairies, mesic grasslands, drained marshlands, croplands, meadows, grasslands, open rangelands, fresh and saltwater emergent wetlands.	**High Potential.** Observed adjacent to and on-site during previous surveys of adjacent properties in 2022.
Western yellow-billed cuckoo (*Coccyzus americanus occidentalis*)	FT	SE	Riparian. Uncommon to rare summer resident of valley foothill and desert riparian habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed riparian scrub, forest or woodland vegetation.
Snowy egret (*Egretta thula*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential** – Expected to occasionally forage on-site but not breed.
White-tailed kite (*Elanus leucurus*)	--	SFP	The white-tailed kite is found in riparian, oak woodlands adjacent to large open spaces including grasslands, wetlands, savannahs and agricultural fields. This non-migratory bird species occurs throughout the lower elevations of	**Low Potential** – May occasionally forage on-site.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
			California and commonly nests in coast live oaks.	
California horned lark (*Eremophila alpestris actia*)	--	CWL	Variety of open habitats, usually where trees and large shrubs are absent.	**Moderate Potential** – Expected to occasionally forage and breed on-site.
Merlin (*Falco columbarius*)	--	CWL	Grasslands, coastal sage scrub and estuaries, windrows, open fields.	**Low Potential** – May occasionally forage on-site.
Prairie falcon (*Falco mexicanus*)	--	CWL	Habitat use of the prairie falcon includes annual grasslands to alpine meadows. The prairie falcon is associated primarily with perennial grasslands, savannahs, rangeland, some agricultural fields during the winter season, and desert scrub areas, all typically dry environments of western North American where there are cliffs or bluffs. for nest sites.	**Low Potential** – May occasionally forage on-site.
American peregrine falcon (*Falco peregrinus anatum*)	--	SFP	Throughout the species' range, peregrine falcons are found in a large variety of open habitats, including tundra, marshes, seacoasts, savannahs and high mountains.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation.
Loggerhead shrike (*Lanius ludovicianus*)	--	SSC	This species of shrike hunts in open or grassy areas and nests in large chaparral shrubs such as ceanothus and lemonade berry.	**Low Potential** – May occasionally forage on-site.
California gull (*Larus californicus*)	--	CWL	Nearly all types of fresh and salt water, cropland, landfills, refuse areas, open lawns.	**Moderate Potential** – Expected to occasionally forage on-site.
California black rail (*Laterallus jamaicensis coturniculus*)	--	ST/SFP	Brackish marsh, freshwater marsh, marsh and swamp, salt marsh, wetland. Inhabits freshwater marshes, wet meadows and shallow margins of saltwater marshes bordering large bays.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Long-billed curlew (*Numenius americanus*)	--	CWL	Coastal estuaries, upland herbaceous areas, croplands, wet areas, open fields, shores of open water.	**Moderate Potential** – Expected to occasionally forage on-site.
Double-crested cormorant (*Nannopterum auritum*)	--	CWL	Lakes, fresh, salt, and estuarine waters.	**Moderate Potential** – Expected to occasionally forage on-site.
White-faced ibis (*Plegadis chihi*)	--	CWL	Freshwater marshes and brackish areas.	**High Potential.** Observed adjacent to and on-site during previous surveys of adjacent properties in 2022.
Coastal California gnatcatcher (*Polioptila californica californica*)	FT	SSC	The coastal California gnatcatcher is a nonmigratory bird species that primarily occurs within sage scrub habitats in coastal southern California dominated by California sagebrush.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including coastal sage scrub and associations.
Mammals				
Pallid bat (*Antrozous pallidus*)	--	SSC	Chaparral, coastal scrub, desert wash, Great Basin grassland, Great Basin scrub, Mojavean desert scrub, riparian woodland, Sonoran desert scrub, upper montane coniferous forest, and valley and foothill grassland. Oak and grassland ecotones. Prefers foraging in the open. Roosts in attics or rock cracks; in the open, near foliage at night.	**Low Potential.** Expected to occasionally forage on-site

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*)	--	-- ~~SSC~~	The northwestern San Diego pocket mouse occurs in coastal sage, upland sage scrubs, and alluvial fan sage scrub, sage scrub/grassland ecotones, chaparral, and desert scrubs at all elevations up to 6,000 feet.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including coastal sage scrub and associations.
Townsend's big-eared bat (*Corynorhinus townsendii*)	--	SSC	A wide variety of habitats including woodlands and arid grasslands. Roosts in mines and caves.	**Low Potential.** Expected to occasionally forage on-site.
San Bernardino kangaroo rat (*Dipodomys merriami parvus*)	FE	SE ~~SSC~~	Prefers alluvial scrub, coastal sage scrub habitats with sandy and gravelly substrates.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including Riversidean alluvial fan sage scrub and associations.
Stephens' kangaroo rat (*Dipodomys stephensi*)	FT ~~FE~~	ST	The Stephens' kangaroo rat is found almost exclusively in open grasslands or sparse shrublands with cover of less than 50 percent during the summer.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western mastiff bat (*Eumops perotis californicus*)	--	SSC	Roosts in rocky areas and forages in grassland, shrublands, and woodlands.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western yellow bat (*Lasiurus xanthinus*)	--	SSC	Roosts in the skirts of palm trees and forages in adjacent habitats.	**Low Potential.** Scattered palm trees representing potential roosting habitat documented within the central region on-site.
San Diego black-tailed jackrabbit (*Lepus californicus bennettii*)	--	-- ~~SSC~~	The San Diego blacktailed jackrabbit in open habitats, primarily including grasslands, sage scrub, alluvial fan sage scrub, and Great Basin sage scrub.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western small-footed myotis *(Myotis ciliolabrum*)	--	--	Feeds among trees or over brush. Roosts in caves, mines, and in cliff or rock openings.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Yuma myotis (*Myotis yumanensis*)	--	--	Water and wooded canyon bottoms. Roosts in caves and abandoned buildings.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
San Diego desert woodrat (*Neotoma lepida intermedia*)	--	SSC	Riversidean and coastal sage scrub, chaparral and nonnative grasslands. Shrub and desert habitats, primarily associated with rock outcroppings, boulders, cacti, or areas of dense undergrowth.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Pocketed free-tailed bat (*Nyctinomops femorosaccus*)	--	SSC	Desert habitats. Roosts in rock crevices in cliffs.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Big free-tailed bat (*Nyctinomops macrotis*)	--	SSC	Desert habitats. Roosts in rock crevices in cliffs.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Los Angeles pocket mouse (*Perognathus longimembris brevinasus*)		SSC	Low elevation grassland alluvial sage scrub and coastal sage scrub habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.

Federal (USFWS) Protection and Classification
FE – Federally Endangered
FT – Federally Threatened
FC – Federal Candidate for Listing

State (CDFW) Protection and Classification
SE – State Endangered
SSC – State Species of Special Concern
CWL – California Watch List
SFP – State Fully Protected
SC – State Candidate for Listing

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Source: Cadre Environmental. 2024. *Biological Resources Technical Report Center Park Specific Plan City of Ontario, California*, page 29-37. (**Appendix C1**).				

Response S3 – c

Comment requests correction of Draft Focused EIR Section 4.1.3: Regulatory Setting (pages 4.1-13 and 4.1-14) to include invertebrate species under CESA. While a 2020 Sacramento Superior Court ruling initially held that invertebrates were not eligible for protection under CESA, the 2022 decision in *Almond Alliance of California et al. v. Fish and Game Commission et al.* (2022) by the Third Appellate District Court reversed this, ruling that invertebrates—including terrestrial insects like bumble bees—are eligible for listing as threatened or endangered. Comment also requests a habitat assessment and species-specific surveys to be conducted for CESA invertebrate species that may occur within the Project site. Although invertebrate species were not explicitly listed on pages 4.1-13 and 4.1-14, invertebrate species assigned special species status were considered in the Draft Focused EIR, and the habitat assessments were inclusive of invertebrate species containing both FESA and CESA listed invertebrates as demonstrated in Draft Focused EIR Table 4.1-2 (page 4.1-6), Draft Focused EIR Appendix C1 (page 29), and in Draft Focused EIR Appendix C2: Delhi Sands Flower-Lowing Fly Habitat Suitability Assessment (page i).

Draft Focused EIR Appendices C1 and C2 identified Crotch's bumble bee (SC) and Delhi Sands flower-loving fly (FE) as potentially occurring in the site vicinity. However, Draft Focused EIR Appendix C1 (page 29) concluded that there is no potential for Crotch's bumble bee to occur on Ownership Area 1 due to disturbed conditions; refer to Response S3 – f, below, for additional discussion on Crotch's bumble bee. Draft Focused EIR Appendix C2 (pages 9 and 10) also concluded that the Project site no longer supports clean Delhi Sand soils and is rated as unsuitable habitat. All Delhi Sand soils that may have occurred on the project site have either been removed by maintenance of the stock ponds or is so contaminated with cow mature and other waste products that clean Delhi Sand soils needed by Delhi Sands flower-loving fly no longer exist with the project site.

Impacts to special status invertebrates would be reduced for Ownership Area 1. Furthermore, as mentioned in Draft Focused EIR Section 4.1: Biological Resources (page 4.1-23), a focused biological resources assessment and impact analysis consistent with CEQA would be conducted for future development areas prior to approval of any development within Ownership Area 2 to ensure potential adverse effects to sensitive species and resources would be minimized. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation. Refer to MM BIO-5, Programmatic Assessment Area CEQA Analysis. No changes are necessary.

Refer to **Section 3.0: Errata to the Draft EIR** of this Final EIR to see the update as follows:

California Endangered Species Act

The California Endangered Species Act (CESA), enacted in 1970 and amended in 1984, is a California law that conserves and protects plant and animal species at risk of extinction. It generally parallels the main provisions of the FESA and is administered by the CDFW. Plant and animal species may be designated threatened or endangered under CESA after a formal listing process by the CFGC. With already approximately 250 species currently listed, a CESA-listed

species, or any part or product of the plant or animal, may not be imported into the state, exported out of the state, "taken" (i.e., killed), possessed, purchased, or sold without proper authorization. Implementation of CESA has reduced and avoided impacts to California's most imperiled plants, ~~and~~ animals, and invertebrates, has protected hundreds of thousands of acres of vital habitat, and has led to a greater scientific understanding of California's incredible biodiversity. Candidate species may be afforded temporary protection as though they were already listed as threatened or endangered at the discretion of the Fish and Game Commission. ~~Unlike the FESA, CESA does not include listing provisions for invertebrate species.~~ Under certain conditions and if the take is incidental to otherwise lawful activities, CESA has provisions for take through Incidental Take Permits (ITP) or memorandum of understanding (MOU). In addition, some sensitive mammals and birds are protected by the state as "fully protected species." California "species of special concern" are species designated as vulnerable to extinction due to declining population levels, limited ranges, and/or continuing threats. This list is primarily a working document for the CDFW's California Natural Diversity Database (CNDDB), which maintains a record of known and recorded occurrences of sensitive species. Informally listed taxa are not protected per se but warrant consideration in the preparation of biological resources assessments.

Response S3 – d

In this comment, CDFW requests additional mitigation for focused surveys to determine the presence or absence of candidate, sensitive, or special status species. However, a biological resources survey was conducted to include existing habitat conditions, obtain plant and animal species information, view the surrounding uses, assess the potential for state and federal waters, assess potential for wildlife movement corridors, and if critical habitat is present, assess for the presence of constituent elements (Draft Focused EIR Page 4.1-17). Therefore, the City finds that additional biological resources surveys would not be required for Ownership Area 1 and impacts to special-status species would maintain less than significant levels with MM BIO-1 through MM BIO-4. Furthermore, as mentioned in Draft Focused EIR Section 4.1: Biological Resources (page 4.1-23), a focused biological resources assessment and impact analysis consistent with CEQA would be conducted for future development areas prior to approval of any development within Ownership Area 2 to ensure potential adverse effects to sensitive species and resources would be minimized. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation. Refer to **MM BIO-5**, Programmatic Assessment Area CEQA Analysis. No changes are necessary.

Response S3 – e

As outlined in Response S3 – b, burrowing owl has been updated as a Candidate species pursuant to CESA. Refer to **Section 3.0: Errata to the Draft Focused EIR** of this Final EIR and below for the revisions to the Draft Focused EIR page 4.1-21:

Burrowing Owl

BUOW is a CDFW Candidate species pursuant to CESA ~~Species of Special Concern~~. The BUOW uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, and

desert scrub habitats. The BUOW (low-occurrence potential) often occur in less than optimal and/or disturbed conditions. Suitable burrows larger than 4 inches in diameter and foraging habitat for the BUOW were documented within and adjacent to the east of Ownership Area 1. However, despite the fact that the site has been exposed to long-standing disturbances, suitable BUOW habitat, including burrows larger than 4-inches in diameter, was observed within the fallow fields on Ownership Area 1. Although there is suitable BUOW habitat, potential impacts to refugia, nesting, and foraging habitat for this species would be mitigated to a level of less than significant following implementation of **MM BIO-4**, which would ensure BUOW surveys are completed prior to construction. **MM BIO-4** would implement focused and preconstruction surveys to ensure potential impacts to refugia, nesting, and foraging habitat for the BUOW would be reduced to less than significant levels. Upon arrival at the survey area and prior to initiating the walking surveys, the biologist would use binoculars and/or spotting scope to scan suitable habitat. A total of four surveys would be conducted with at least one site visit between February 15th and April 15th, and a minimum of three surveys at least three weeks apart between April 15th and July 15th. Furthermore, one site visit would occur after June 15th.

Refer to **Section 3.0: Errata to the Draft Focused EIR** of this Final EIR and below for the revisions to the Draft Focused EIR page 4.1-18:

Burrowing Owl Survey

The BUOW (SC ~~SSC~~) uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, and desert scrub habitats. The consultant concluded there would be a moderate potential for BUOW within the Project site. Suitable habitat including burrows larger than 4-inches in diameter, which is suitable habitat for the BUOW, was observed within the Project site.

The City has accepted the recommendation to revise MM BIO-4 (pages 4.1-24 and 4.1-25) to maintain less than significant impact levels with mitigation. Refer to **Section 3.0: Errata to the Draft Focused EIR** of this Final EIR and below for the revisions:

MM BIO-4 **Focused and Preconstruction Burrowing Owl Surveys.** Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2012~~2022~~, CDFW staff report on Burrowing Owl Mitigation prior to vegetation removal or ground-disturbing activities for all phases of Project construction. Specifically, a total of four (4) surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. The Designated Biologist shall provide CDFW a GIS or KMZ map of BUOW burrow complex(es) and atypical burrows (e.g. culverts, buckled concrete, etc.) The map shall be at a scale of 1:24,000 or finer to show details and shall show locations of all BUOW sightings and labeled if sightings were potential

burrows, occupied burrows, satellite burrows, areas of concentrated burrows, and BUOW sign. Locations documented by use of GPS coordinates must be collected in NAD83 datum. The map shall include an outline of the Project Site, a title, north arrow, scale bar, and legend.

A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities.

~~If burrowing owls are detected on-site during the focused surveys or 14-day preconstruction survey efforts, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active burrows until a qualified biologist has confirmed that nesting efforts are complete or not initiated. In addition to monitoring breeding activity, if construction is proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl relocation plan will be developed and approved by the City of Ontario, CDFW and USFWS.~~

If burrowing owl occupancy is confirmed, and if Project activities may impact burrowing owl, including burrow exclusion and closure, the Project Proponent shall begin early coordination with CDFW for appropriate CESA authorization (i.e., Incidental Take Permit (ITP) under Fish and Game Code section 2081) prior to commencement of Project activities. The ITP application shall describe, at a minimum, project activities and equipment, proposed avoidance/buffers, temporary and permanent impacts, monitoring, relocation and/or translocation, and minimization and compensatory mitigation actions. ITP compensatory mitigation will be fulfilled by one or more of following options: 1) Permittee-responsible mitigation land acquisition or 2) Conservation or Mitigation Bank credits (if available).

Response S3 – f

As outlined in Response S3 – b and Draft Focused EIR Table 4.1-2: Special Status Wildlife Species Potentially Occurring in the Site Vicinity (page 4.1-6), Crotch's bumble bee (*Bombus crotchii*) has been previously identified as a CESA candidate species denoted with SC, State Candidate for Listing. According to CDFW, the Project site is within the historic geographic range for Crotch's bumble bee, which generally extends from San Diego, CA to Redding, CA in a variety of habitats including open grasslands, shrublands, chaparral, desert margins including Joshua tree and creosote scrub, and semi-urban settings within California. Crotch's bumble bee is a candidate species under the CESA, meaning it is afforded the same protections as those listed threatened or endangered species while the listing review process is underway by CDFW. Crotch's bumble bee became a candidate species for listing under CESA on June 12, 2019. This status was reinstated on September 30, 2022, following a decision by the California Fish and Game Commission.

Crotch's bumblebee, however, is presumed absent from the Project site based on lack of suitable food sources and heavily disturbed conditions. According to CDFW[1], nesting and overwintering sites for candidate bumble bee species occur in undisturbed soils such as abandoned rodent burrows, root masses, or loose soil cavities; frequent disturbance or compaction reduces habitat suitability. However, as mentioned in Draft Focused EIR Section 3.0: Project Description (page 3-1), the Project site currently comprises agricultural uses, including the raising of livestock, field crop farming, dairy farming activities, and rural residences scattered throughout the area. Therefore, soil compaction, tilling, or frequent ground disturbance within the Project site may reduce the likelihood of suitable nesting sites for candidate bumble bee species. The Project site generally represents low biological resource value due to highly disturbed site conditions and historic daily/agricultural use, resulting in low biological diversity. No changes are necessary. Furthermore, as outlined in Response S3 – b, habitat assessments were conducted for target species/groups and included Crotch's bumble bee as outlined in Draft Focused EIR Table 4.1-2 (page 4.1-6). Therefore, additional focused Crotch's bumble bee surveys would not be necessary for Ownership Area 1 and impacts to Crotch's bumble bee would be less than significant. Furthermore, impacts to Crotch's bumble bee would be reduced with implementation of MM BIO-5, Programmatic Assessment Area CEQA Analysis, for Ownership Area 2.

Response S3 – g

This comment states that information development in environmental impact reports must be incorporated into a database to be used for determinations. It also includes a reminder to report special-status species to the California Natural Diversity Database. This comment is consistent with standard professional practice for consulting biologists and does not raise any specific issues or questions on the environmental analysis provided in the Draft Focused EIR.

This comment mentions the required CDFW filing fee the Project Applicant would be required to pay when filing the Notice of Determination for the EIR. This comment is noted for the record and will be provided to decision makers for consideration; no further response is warranted.

As discussed in the responses above, the Final Focused EIR incorporates revisions to MM BIO-4 for burrowing owl, asserts that no additional focused mitigation is necessary for Crotch's bumble bee, and asserts that no additional general biological surveys are necessary based on the previous habitat assessment. Impact 4.1-1 (Ownership Area 1) would maintain less than significant levels with mitigation incorporated. As for Impact 4.1-1 for Ownership Area 2, Mitigation Measures MM BIO-1 through MM BIO-4 would reduce potential impacts to special status wildlife species. Furthermore, a programmatic assessment area CEQA analysis of Ownership Area would be incorporated as MM BIO-5, Programmatic Assessment Area CEQA Analysis. Nonetheless, as concluded in Draft Focused EIR Section 4.1: Biological Resources (page 4.1-23) the Project is not anticipated to significantly impact sensitive species. MM BIO-1 through MM BIO-5 would be required to reduce impacts to special-status species. For the Ownership Area 1 portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within Ownership Area 2 cannot be known at this time, Project impacts relating to biological resources within Ownership Area 2 are considered potentially significant and unavoidable even with the implementation of recommended mitigation. Therefore, as discussed in Responses S3 – b

[1] California Department of Fish and Wildlife. 2023. *Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species*, page 3. https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150&inline (Accessed February 2026).

through Responses S3 – f, the changes in FESA/CESA status for certain species, identified above, would not constitute significant new information as described by CEQA Guidelines Section 15088.5, which would require recirculation of a Draft EIR should new information show new significant impacts or impacts substantially more severe than previously disclosed. This comment is noted for the record and will be provided to decision makers for consideration; no further response is warranted.

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Comment Letter P1 – Edison Ranch LLC

Edison Ranch LLC

7914 Edison Ave, Ontario, CA 91762
APN: 1053-321-02; 03 & 1053-171-01

Date: February 3, 2026

To: Rafael Torres, Assistant Planner
City of Ontario, Planning Department
303 East B Street
Ontario, CA 91764
P: (909) 395-2036
E: rtorres@ontarioca.gov

Subject: Comments on the Notice of Availability (NOA) for the Draft Focused Environmental Impact Report (DEIR) for the CenterPark Specific Plan (PSP24-002; SCH No. 2025060731)

Dear Mr. Torres,

Edison Ranch LLC hereby submits a formal objection to the Draft Focused Environmental Impact Report (DEIR) for the CenterPark Specific Plan, specifically regarding the "programmatic" residential designations placed upon our property within **Ownership Area 2**. As a primary stakeholder in the southwestern portion of the City, we assert that the proposed plan to develop **1,198 residential units** on these parcels is fiscally and operationally inferior to a high-value commercial and industrial alternative. a

1. Formal Objection to Residential Land Use in Ownership Area 2 Edison Ranch LLC objects to the inclusion of our parcels in a plan that prioritizes high-density residential development. The DEIR evaluates Ownership Area 2 at a programmatic level for residential use without our consent as the property owners. We request that the Final EIR analyze a **"Job-Centric Alternative"** that re-zones these parcels for **Industrial (IND), Business Park (BP), or Data Center** uses to better align with the City's goal of creating a "central business center" as outlined in our prior TOP 2050 comments. b

2. Fiscal Incompatibility with the Utilities Master Plan The concurrent **Water, Recycled Water, Sewer, and Drainage Master Plans Updates IS/MND** details a massive infrastructure burden, including 42-inch transmission mains and new reservoirs required to service this region.

- **Revenue Gap:** The tax revenue from 1,198 residential units in Ownership Area 2 will not cover the long-term maintenance and lifecycle costs of these utilities.
- **Industrial Support:** High-value industrial and e-commerce uses generate the property and sales tax necessary to subsidize the infrastructure required by the broader NMC/Ontario Ranch area. By designating our land as residential, the City is removing a critical funding source for its own 2040 Utilities Master Plan. c

Edison Ranch LLC

7914 Edison Ave, Ontario, CA 91762
APN: 1053-321-02; 03 & 1053-171-01

3. Biological and Agricultural Concerns The DEIR identifies **Significant and Unavoidable Impacts** to biological resources within Ownership Area 2 because specific site conditions cannot be verified.

- **Interim Use:** Our property currently supports agricultural operations. We object to any mitigation measures that would force the premature cessation of these nurseries.
- **Phased Transition:** We demand a **Phased Transition Plan** that allows our existing tree and plant cultivation to continue until industrial or commercial development is ready to commence, rather than idling the land for residential projects that may not be built for a decade or more.

d

4. Optimized Goods Movement The DEIR fails to account for the strategic value of the **Edison Avenue and Eucalyptus Avenue** corridors as optimized truck routes. Introducing over 4,000 total residential units into this sector creates unnecessary conflict between domestic traffic and the job-creating logistics industry. Ownership Area 2 should be reserved for industrial uses that utilize these arterials for the efficient movement of goods.

e

Conclusion Edison Ranch LLC requests that the City remove the residential designations from our property in Ownership Area 2 and re-evaluate the Specific Plan to support commercial and industrial rezoning. We intend to preserve our right to pursue land uses that ensure the fiscal sustainability of our property and the City of Ontario.

f

Sincerely,

Edison Ranch LLC
Eric S. Chavez, Manager/Agent
PH: (213) 999-0073

Cc: Connie Gao, Eoin McCarron, Ryan Chen, Cameron Bauer, Candyce Burnett & Kevin Thomas

Bauer, Cameron

From: Eric S. Chavez, CCIM <eric@carebf.com>
Sent: Tuesday, February 3, 2026 1:57 PM
To: Rafael Torres
Cc: C GAO; Connie Gao
Subject: Formal Comments: CenterPark Specific Plan Draft Focused EIR (PSP24-002)
Attachments: Edison Ranch Comments NOA_DEIR_CenterPark SP-PSP24-002_SCH No2025060731 _02-03-26.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Attached please find the formal comments from **Edison Ranch LLC** regarding the Draft Focused Environmental Impact Report (DEIR) for the **CenterPark Specific Plan (PSP24-002; SCH No. 2025060731)**.

As a primary stakeholder, our comments specifically address:

- Our formal **objection to the residential land use designations** placed upon our parcels within **Ownership Area 2**.
- The fiscal incompatibility of high-density residential development with the City's **2040 Utilities Master Plan**.
- The necessity of a **Phased Transition Plan** for our existing agricultural operations.
- Concerns regarding **Biological Resources** and the impact on optimized truck routes.

Please confirm receipt of this email and ensure these comments are incorporated into the Final EIR record. We look forward to the City's formal response.

Sincerely,

Eric S. Chavez Manager/Agent, Edison Ranch

Eric S. Chavez, CCIM | DRE Lic. 01397806 | CAREBF Inc., Brokered By eXp Commercial Realty
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"Focus On Building Communities & Neighborhoods."

1

Responses to Comment Letter P1 – Edison Ranch LLC

Response P1 – a

Comment is noted for the record. As stated within Draft Focused EIR Section 3.0: Project Description, the Project is consistent with the City's The Ontario Plan (TOP) 2050 land use and zoning designations. The Project would not change the existing land use and zoning designations of residential, commercial/mixed-use, retail, office, parks and open space, within TOP 2050, including the referenced property within Ownership Area 2; see the Project Specific Plan for additional information. The Project (Ownership Areas 1 and 2) consists of 22 planning areas accommodating a variety of land uses including residential, commercial/mixed-use, retail, office, parks and open space, and community facility components, and other similar uses that are compatible with the Project site's location and surrounding existing and proposed land uses. The Project Specific Plan's Land Use Plan implements the vision of TOP 2050 by providing a designed natural open space framework, interacting with mixed retail and office centers which anchor traditional residential neighborhoods. The Land Use Plan identifies the location of the land use designations for the Project site. The Project zoning via the Specific Plan mirrors TOP 2050 Land Use designations and is identified along the 22 planning areas (see Draft Focused EIR Figure 3 8: Land Use Plan). The proposed residential development within the Ownership Area 2 is consistent with the City's TOP 2050 Policy CE1-6 Diversity of Housing. Adherence to Policy CE1-6 would ensure collaboration with residents, housing providers and the development community to provide housing opportunities for every stage of life, as well allow for a variety of housing types and price points to encourage the development of housing supportive of the City's efforts to attract business in growing sectors of the community while being respectful of existing viable uses. The Specific Plan allows for the development of up to 4,293 residential dwelling units comprised of a variety of single-family attached and detached homes. Residential land use areas are linked by a network of street-separated sidewalks and Multipurpose Trails connecting all neighborhoods to parks. Residential development is designed to address a variety of lifestyles and economic segments of the marketplace.

Response P1 – b

The comment is noted for the record. Pursuant to California Government Code Section 65450, a city may initiate and prepare a Specific Plan for all or any portion of the area covered by the General Plan in order to systematically implement General Plan policies. The preparation of a Specific Plan is a legislative planning action initiated by the City and is not dependent on property owner application or consent. The inclusion of privately owned parcels within the Specific Plan planning area does not alter property ownership rights and does not, by itself, approve development or confer entitlements.

Further, there is no requirement that a lead agency obtain a property owner's permission to evaluate environmental impacts of a site for CEQA purposes (State CEQA Guidelines Section 15063 and 15125). CEQA is a procedural statute requiring environmental review of discretionary projects, but it does not grant or require property access rights. The City has complied with all applicable state and local noticing and public participation requirements, including notification to affected property owners and opportunities for public review and comment through noticed public hearings before the Planning Commission and City Council, consistent with California planning law and CEQA requirements.

The Project Specific Plan has been prepared in conformance with the goals and policies of the City's TOP 2050. The TOP 2050 analysis in Table 9-1, Policy Plan Consistency describes the manner in which the Project Specific Plan complies with TOP 2050 policies applicable to the Project; see the Project Specific Plan for further information.

The Project is consistent with the City's TOP 2050 land use and zoning designations. TOP 2050 Exhibit LU-01, Land Use Plan designates the Project Specific Plan area as Mixed-Use, Medium Density Residential (11.1 - 25.0 dwelling units per acre) and Open Space/Parkland. The Project Specific Plan area is within the Chino Airport Overlay Zone. The Project Specific Plan area is zoned SP/AG (Specific Plan AG preserve), which requires approval of a specific plan from the City for development. Therefore, by including the commenter's parcels within the Project's Specific Plan, future development of these parcels consistent with the adopted TOP 2050 Land Use Plan is made possible without requiring a new or amended Specific Plan, provided that the land uses proposed under future development applications are consistent with those envisioned by TOP 2050.

Additionally, see Draft Focused EIR Section 6.0: Alternatives for a list of alternatives to the Project in accordance with State CEQA Guidelines Section 15126.6. CEQA does not require the analysis of every conceivable alternative. Rather, an EIR is required to evaluate a reasonable range of project alternatives that would feasibly attain most of the basic objectives of the proposed project while avoiding or substantially lessening the project's identified significant environmental effects – i.e., the Project's significant impacts to biological resources and historic resources (CEQA Guidelines Section 15126.6[a]–[b]).

Response P1 – c

Comment is noted for the record. The Project is consistent with the City's TOP 2050 land use and zoning designations. As discussed within the Project Specific Plan, master planned utilities serving the development, as identified in the approved respective Master Plan, shall be constructed prior to issuance of first occupancy. Exhibits shall show all frontage improvement requirements per the City's adopted Master Plans. The Project shall comply with the requirements as set forth in the Standard Conditions of Approval adopted by the City Council (Resolution No. 2017-027). The ultimate sizing and alignment of utilities (potable water, recycled water, sewer, and storm drain) will follow the most current approved Master Plan and/or hydraulic analysis approved by the City. Additionally, the proposed development was previously considered as part of the TOP 2050 Supplemental EIR, and therefore the master plans are consistent with this development.

Response P1 – d

Comment is noted for the record. The Project is consistent with the findings of the TOP 2050 Supplemental EIR. According to the TOP 2050 Supplemental EIR, agricultural land within the Ontario Ranch area has the potential to be converted to non-agricultural uses, upon buildout of TOP 2050 and the Specific Plan overlay. This was identified as a significant cumulative impact in TOP 2010 Certified EIR and TOP 2050 Final Supplemental EIR. Implementation of the Project would contribute to the reduction of agricultural resources in the region and cumulatively contribute to the loss of agricultural resources. However, in

accordance with the Project Specific Plan's Allowable Uses, temporary and interim agricultural uses would be permitted within the Medium Density Residential and Mixed-Use land use areas.

Furthermore, the Project would adhere to the following policies from the TOP 2050 Environmental Resources Element, pertaining to existing farms and improving the transition of farms to urban uses:

- Goal ER-5 Protected high value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.
- Policy ER-5.3 Right to Farm. We support the right of existing farms to continue their operations within the Ontario Ranch.
- Policy ER-5.4 Transition of Farms. We protect both existing farms and sensitive uses around them as agricultural areas transition to urban uses

Additionally, the Project would adhere to the City's Municipal Code containing regulations pertaining to agricultural resources in the City, including:

- Ontario Development Code, Chapter 6, Development and Subdivision Regulations, Division 6.01, District Standards and Guidelines, Division 6.01, Section 6.01.035, Overlay Zoning Districts. The purpose of the SP-AG Overlay District is to accommodate the continuation of agricultural uses within the City, on an interim basis, and to allow for the establishment of general agricultural uses, such as dairies, within certain areas of concentrated agricultural use. This section regulates development in the Ontario Ranch area to create compatibility between agricultural and non-agricultural uses. It recognizes that specific plans would guide the development of the Ontario Ranch area. The overall goal of the ordinance is to prevent unnecessary urban development in the area unless the development has been planned. New construction, except for agricultural uses or agricultural-related activities, and single-family homes and building ancillary thereto, shall first require the adoption of a Specific Plan, which prescribes the allowed land uses, development regulations and guidelines, and sign regulations applicable to the Project.

Response P1 – e

See Response P1 – b. The Project Specific Plan is consistent with the City's TOP 2050 land use and zoning designations. As discussed in Draft Focused EIR Section 3.0: Project Description, the Project Specific Plan would be designed as a living community and create a comprehensive system for multiple modes of travel by implementing the following objectives related to traffic and reducing potential conflict between domestic traffic and the job-creating logistics industry:

- Streets incorporating traffic-calming techniques such as landscaped areas adjacent to roadways and City approved intersection chokers intended to encourage drivers to reduce their speed and create a pedestrian friendly environment.
- Neighborhood street patterns that provide access between neighborhoods and discourage through traffic.
- A local street system that is logical and understandable for the user avoiding circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials.

- Streets designed to include landscaped parkways and pedestrian walkways separated from the street encourage walking and social interaction.
- Local streets designed to slow vehicular traffic to promote walkability through the use of traffic-calming devices, landscaped areas adjacent to streets and narrowed intersections to influence a driver's peripheral vision and encourage drivers to proceed more slowly.
- A system of City-wide and local bike ways integrated into the design of the community to encourage bicycle travel as an alternative to the automobile.
- Neighborhoods and parks that are linked by pedestrian paths and greenways which also serve to establish connective and gathering features within and between neighborhoods in the Project Specific Plan area.

Additionally, in accordance with TOP 2050 Policies CD1-2, CD3-1, and CD3-5, the Project Specific Plan includes Design Guidelines to guide the physical character of all future residential development and all community and neighborhood features, including the overall landscape treatment within the Project; promote street-facing front entries and architectural elements visible from adjacent streets, sidewalks and parks within the Project to allow for a safe and aesthetically pleasing vibrant human-scale experience; and provide bike and pedestrian accessibility throughout the community through a network of off-street bike and pedestrian trails within the neighborhood edges of major arterial streets. Connectivity to this network of off-street trails from all residential Planning Areas is provided through the local street system.

Response P1 – f

The comment is noted for the record. This comment does not raise any substantive issues regarding the adequacy of the Draft Focused EIR. Therefore, no further response is needed.

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Comment Letter O1 – SAFER, c/o Kylah Staley Lozeau Drury, LLP

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February 12, 2026

Via Email

Rafael Torres, Assistant Planner
City of Ontario Planning Department
303 East B Street
Ontario, CA 91764
(909) 395-2036
rtorres@ontarioca.gov

Re: Comment on Draft Focused Environmental Impact Report, CenterPark Specific Plan Project (PSP24-002; SCH 2025060731)

Dear Mr. Torres:

This comment is submitted on behalf of Supporters Alliance for Environmental Responsibility ("SAFER") regarding the Draft Focused Environmental Impact Report ("DEIR") prepared for the CenterPark Specific Plan Project (SCH 2025060731), which proposes the development of up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across medium density and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses, and associated on-site and off-site infrastructure improvements, located on 29 parcels totaling 257.34 acres in the southwestern portion of the City of Ontario ("Project"). a

SAFER is concerned that the DEIR fails as an informational document and fails to impose all feasible mitigation measures to reduce the Project's impacts to biological resources and historic resources. Moreover, the EIR needs to be amended because the Project may have additional impacts that are peculiar to the project beyond just those discussed in the focused DEIR. SAFER requests that the Planning Department address these shortcomings in a revised draft environmental impact report and recirculate it prior to considering approvals for the Project. b

SAFER reserves the right to supplement these comments during the administrative process. *Galante Vineyards v. Monterey Peninsula Water Management Dist.*, 60 Cal. App. 4th 1109, 1121 (1997). c

February 12, 2026
Comment on Draft Focused Environmental Impact Report, CenterPark Specific Plan Project (PSP24-002; SCH 2025060731)
Page 2 of 2

Sincerely,

Kylah Staley
Lozeau Drury LLP

Responses to Comment Letter O1 – SAFER, c/o Kylah Staley Lozeau Drury, LLP

Response O1 – a

This comment is noted for the record. This comment does not raise any substantive issues regarding the adequacy of the Draft Focused EIR. Therefore, no further response is needed.

Response O1 – b

The commenter concludes that the Draft Focused EIR fails to impose all feasible mitigation measures to reduce the Project's biological and historic resources impacts. The Draft Focused EIR identifies numerous biological resources and historic resources mitigation measures to minimize impacts to the extent feasible. Furthermore, Draft Focused EIR Sections 4.1: Biological Resources and 4.2: Historic Resources provide an analysis for the potential feasible mitigation measures that would substantially lessen impacts. In addition, see Appendix F: CEQA Guidelines Section 15183 Consistency Analysis for further analysis and discussion on potential impacts associated with the Project, and its findings that are consistent with the TOP 2050 Supplemental EIR.

CEQA does not require adoption of every imaginable feasible mitigation measure. CEQA's requirement applies only to feasible mitigation that will "substantially lessen" a project's significant effects (Public Resources Code, Sections 21002 and 21002.1(b)). As explained by one court: A lead agency's "duty to condition project approval on incorporation of feasible mitigation measures only exists when such measures would [avoid or] 'substantially lessen' a significant environmental effect…Thus, the agency need not, under CEQA, adopt every nickel and dime mitigation scheme brought to its attention or proposed in the project EIR." (San Franciscans for Reasonable Growth v. City and County of San Francisco (1989) 209 Cal.App.3d 1502, 1519.) Rather, an EIR should focus on mitigation measures that are feasible, practical, and effective. (Napa Citizens for Honest Government v. Napa County Board of Supervisors (2001) 91 Cal.App.4th 342, 365.).

Response O1 – c

The comment is noted for the record. This comment does not raise any substantive issues regarding the adequacy of the Draft Focused EIR. Therefore, no further response is needed.

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Comment Letter O2 – Western States Regional Council of Carpenters, c/o Mitchell M. Tsai

P: (626) 314-3821
E: info@mitchtsailaw.com

Mitchell M. Tsai
Law Firm

139 S. Hudson Ave., Suite 200
Pasadena, California 91101

VIA E-MAIL

February 12, 2026

Rafael Torres, Assistant Planner
City of Ontario, Planning Department
303 East B Street
Ontario, CA 91764
Em: rtorres@ontarioca.gov

RE: City of Ontario – Draft Focused Environmental Impact Report for CenterPark Specific Plan Project (SCH No. 2025060731) (PSP24-002)

Dear Planning Department and Staff,

On behalf of the Western States Regional Council of Carpenters ("**Western Carpenters**" or "**WSRCC**") and pursuant to California Environmental Quality Act ("**CEQA**") Guidelines Section 15087, our Office is submitting these comments regarding the Draft Focused Environmental Impact Report ("**DEIR**") for the proposed development project known as the "CenterPark Specific Plan Project" (SCH No. 2025060731) (PSP24-002) ("**Project**").

The Western States Regional Council of Carpenters is a labor union representing almost 90,000 union carpenters in 12 states, including California, and has a strong interest in well-ordered land use planning and in addressing the environmental impacts of development projects.

According to the DEIR, the proposed Project "consists of a Specific Plan to allow for a residential and mixed-use retail/office development on 29 parcels covering approximately 257.34 acres in the City. The development would include up to 250,919 square feet of commercial retail/office uses, up to 4,293 residential units across, and mixed-use residential uses, 67.26 acres of open space parkland/non-recreation uses, and associated on-site and off- site infrastructure improvements… The Project site is comprised of two 'Ownership Areas' (representing different ownership conditions) with 22 planning areas." (*See* Project DEIR, SCH No. 2026060731, Project Description, p. 1-5.)

a

Individual members of the Western Carpenters live, work, and recreate in the City and surrounding communities and would be directly affected by the Project's environmental impacts.

The Western Carpenters expressly reserves the right to supplement these comments at or prior to hearings on the Project, and at any later hearing and proceeding related to this Project. Gov. Code, § 65009, subd. (b); Pub. Res. Code, § 21177, subd. (a); see *Bakersfield Citizens for Local Control v. Bakersfield* (2004) 124 Cal.App.4th 1184, 1199-1203; see also *Galante Vineyards v. Monterey Water Dist.* (1997) 60 Cal.App.4th 1109, 1121.

a cont.

Moreover, the Western Carpenters requests that the City provide notice for any and all notices referring or related to the Project issued under the California Environmental Quality Act (**CEQA**) (Pub. Res. Code, § 21000 *et seq.*), and the California Planning and Zoning Law ("**Planning and Zoning Law**") (Gov. Code, §§ 65000–65010). California Public Resources Code Sections 21092.2, and 21167(f) and California Government Code Section 65092 require agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency's governing body.

I. THE CITY SHOULD REQUIRE THE USE OF A LOCAL WORKFORCE TO BENEFIT THE COMMUNITY'S ECONOMIC DEVELOPMENT AND ENVIRONMENT

The City should require the Project to be built using a local workers who have graduated from a Joint Labor-Management Apprenticeship Program approved by the State of California, have at least as many hours of on-the-job experience in the applicable craft which would be required to graduate from such a state-approved apprenticeship training program, or who are registered apprentices in a state-approved apprenticeship training program.

b

Community benefits such as local hire can also be helpful to reduce environmental impacts and improve the positive economic impact of the Project. Local hire provisions requiring that a certain percentage of workers reside within 10 miles or less of the Project site can reduce the length of vendor trips, reduce greenhouse gas emissions, and provide localized economic benefits. As environmental consultants Matt Hagemann and Paul E. Rosenfeld note:

> [A]ny local hire requirement that results in a decreased worker trip length from the default value has the potential to result in a reduction of construction-related GHG emissions, though the significance of the reduction would vary based on the location and urbanization level of the project site.

March 8, 2021 SWAPE Letter to Mitchell M. Tsai re Local Hire Requirements and Considerations for Greenhouse Gas Modeling.

Workforce requirements promote the development of skilled trades that yield sustainable economic development. As the California Workforce Development Board and the University of California, Berkeley Center for Labor Research and Education concluded:

> [L]abor should be considered an investment rather than a cost—and investments in growing, diversifying, and upskilling California's workforce can positively affect returns on climate mitigation efforts. In other words, well-trained workers are key to delivering emissions reductions and moving California closer to its climate targets.[1]

b cont.

Furthermore, workforce policies have significant environmental benefits given that they improve an area's jobs-housing balance, decreasing the amount and length of job commutes and the associated greenhouse gas (GHG) emissions. In fact, on May 7, 2021, the South Coast Air Quality Management District found that that the "[u]se of a local state-certified apprenticeship program" can result in air pollutant reductions.[2]

Locating jobs closer to residential areas can have significant environmental benefits. As the California Planning Roundtable noted in 2008:

> People who live and work in the same jurisdiction would be more likely to take transit, walk, or bicycle to work than residents of less balanced

[1] California Workforce Development Board (2020) Putting California on the High Road: A Jobs and Climate Action Plan for 2030 at p. ii, *available at* https://laborcenter.berkeley.edu/wp-content/uploads/2020/09/Putting-California-on-the-High-Road.pdf.

[2] South Coast Air Quality Management District (May 7, 2021) Certify Final Environmental Assessment and Adopt Proposed Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions Program, and Proposed Rule 316 – Fees for Rule 2305, Submit Rule 2305 for Inclusion Into the SIP, and Approve Supporting Budget Actions, *available at* http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2021/2021-May7-027.pdf?sfvrsn=10.

> communities and their vehicle trips would be shorter. Benefits would include potential reductions in both vehicle miles traveled and vehicle hours traveled.[3]

Moreover, local hire mandates and skill-training are critical facets of a strategy to reduce vehicle miles traveled (VMT). As planning experts Robert Cervero and Michael Duncan have noted, simply placing jobs near housing stock is insufficient to achieve VMT reductions given that the skill requirements of available local jobs must match those held by local residents.[4] Some municipalities have even tied local hire and other workforce policies to local development permits to address transportation issues. Cervero and Duncan note that:

> In nearly built-out Berkeley, CA, the approach to balancing jobs and housing is to create local jobs rather than to develop new housing. The city's First Source program encourages businesses to hire local residents, especially for entry- and intermediate-level jobs, and sponsors vocational training to ensure residents are employment-ready. While the program is voluntary, some 300 businesses have used it to date, placing more than 3,000 city residents in local jobs since it was launched in 1986. When needed, these carrots are matched by sticks, since the city is not shy about negotiating corporate participation in First Source as a condition of approval for development permits.

b cont.

Recently, the State of California verified its commitment towards workforce development through the Affordable Housing and High Road Jobs Act of 2022, otherwise known as Assembly Bill No. 2011 ("**AB2011**"). AB2011 amended the Planning and Zoning Law to allow ministerial, by-right approval for projects being built alongside commercial corridors that meet affordability and labor requirements.

[3] California Planning Roundtable (2008) Deconstructing Jobs-Housing Balance at p. 6, *available at* https://cproundtable.org/static/media/uploads/publications/cpr-jobs-housing.pdf

[4] Cervero, Robert and Duncan, Michael (2006) Which Reduces Vehicle Travel More: Jobs-Housing Balance or Retail-Housing Mixing? Journal of the American Planning Association 72 (4), 475-490, 482, *available at* http://reconnectingamerica.org/assets/Uploads/UTCT-825.pdf.

The City should consider utilizing local workforce policies and requirements to benefit the local area economically and to mitigate greenhouse gas, improve air quality, and reduce transportation impacts.

b cont.

II. **THE CITY SHOULD IMPOSE TRAINING REQUIREMENTS FOR THE PROJECT'S CONSTRUCTION ACTIVITIES TO PREVENT COMMUNITY SPREAD OF COVID-19 AND OTHER INFECTIOUS DISEASES**

Construction work has been defined as a Lower to High-risk activity for COVID-19 spread by the Occupations Safety and Health Administration. Recently, several construction sites have been identified as sources of community spread of COVID-19.[5]

Western Carpenters recommend that the Lead Agency adopt additional requirements to mitigate public health risks from the Project's construction activities. Western Carpenters requests that the Lead Agency require safe on-site construction work practices as well as training and certification for any construction workers on the Project Site.

In particular, based upon Western Carpenters' experience with safe construction site work practices, Western Carpenters recommends that the Lead Agency require that while construction activities are being conducted at the Project Site:

c

Construction Site Design:

- The Project Site will be limited to two controlled entry points.
- Entry points will have temperature screening technicians taking temperature readings when the entry point is open.
- The Temperature Screening Site Plan shows details regarding access to the Project Site and Project Site logistics for conducting temperature screening.
- A 48-hour advance notice will be provided to all trades prior to the first day of temperature screening.

[5] Santa Clara County Public Health (June 12, 2020) COVID-19 CASES AT CONSTRUCTION SITES HIGHLIGHT NEED FOR CONTINUED VIGILANCE IN SECTORS THAT HAVE REOPENED, *available at* https://www.sccgov.org/sites/covid19/Pages/press-release-06-12-2020-cases-at-construction-sites.aspx.

- The perimeter fence directly adjacent to the entry points will be clearly marked indicating the appropriate 6-foot social distancing position for when you approach the screening area. Please reference the Apex temperature screening site map for additional details.
- There will be clear signage posted at the project site directing you through temperature screening.
- Provide hand washing stations throughout the construction site.

Testing Procedures:

- The temperature screening being used are non-contact devices.
- Temperature readings will not be recorded.
- Personnel will be screened upon entering the testing center and should only take 1-2 seconds per individual.
- Hard hats, head coverings, sweat, dirt, sunscreen or any other cosmetics must be removed on the forehead before temperature screening.
- Anyone who refuses to submit to a temperature screening or does not answer the health screening questions will be refused access to the Project Site.
- Screening will be performed at both entrances from 5:30 am to 7:30 am.; main gate [ZONE 1] and personnel gate [ZONE 2]
- After 7:30 am only the main gate entrance [ZONE 1] will continue to be used for temperature testing for anybody gaining entry to the project site such as returning personnel, deliveries, and visitors.
- If the digital thermometer displays a temperature reading above 100.0 degrees Fahrenheit, a second reading will be taken to verify an accurate reading.
- If the second reading confirms an elevated temperature, DHS will instruct the individual that he/she will not be allowed to enter the Project Site. DHS will also instruct the individual to promptly

c cont.

notify his/her supervisor and his/her human resources (HR) representative and provide them with a copy of Annex A.

Planning

- Require the development of an Infectious Disease Preparedness and Response Plan that will include basic infection prevention measures (requiring the use of personal protection equipment), policies and procedures for prompt identification and isolation of sick individuals, social distancing (prohibiting gatherings of no more than 10 people including all-hands meetings and all-hands lunches) communication and training and workplace controls that meet standards that may be promulgated by the Center for Disease Control, Occupational Safety and Health Administration, Cal/OSHA, California Department of Public Health or applicable local public health agencies.[6]

c cont.

The United Brotherhood of Carpenters and Carpenters International Training Fund has developed COVID-19 Training and Certification to ensure that Carpenter union members and apprentices conduct safe work practices. The Agency should require that all construction workers undergo COVID-19 Training and Certification before being allowed to conduct construction activities at the Project Site.

Western Carpenters has also developed a rigorous Infection Control Risk Assessment ("**ICRA**") training program to ensure it delivers a workforce that understands how to identify and control infection risks by implementing protocols to protect themselves and all others during renovation and construction projects in healthcare environments.[7]

ICRA protocols are intended to contain pathogens, control airflow, and protect patients during the construction, maintenance and renovation of healthcare facilities.

[6] *See also* The Center for Construction Research and Training, North America's Building Trades Unions (April 27 2020) NABTU and CPWR COVIC-19 Standards for U.S Constructions Sites, *available at* https://www.cpwr.com/sites/default/files/NABTU_CPWR_Standards_COVID-19.pdf; Los Angeles County Department of Public Works (2020) Guidelines for Construction Sites During COVID-19 Pandemic, *available at* https://dpw.lacounty.gov/building-and-safety/docs/pw_guidelines-construction-sites.pdf.

[7] For details concerning Western Carpenters's ICRA training program, *see* https://www.swmsctf.org/courses/icra-best-practices-in-health-care-construction/

ICRA protocols prevent cross contamination, minimizing the risk of secondary infections in patients at hospital facilities.

The City should require the Project to be built using a workforce trained in ICRA protocols.

c cont.

III. THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

CEQA is a California statute designed to inform decision-makers and the public about the potential significant environmental effects of a project. 14 California Code of Regulations ("**CEQA Guidelines**"), § 15002, subd. (a)(1).[8] At its core, its purpose is to "inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made. Thus, the EIR 'protects not only the environment but also informed self-government[.]'" *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564 (internal citation omitted).

To achieve this purpose, CEQA mandates preparation of an Environmental Impact Report ("**EIR**") for projects so that the foreseeable impacts of pursuing the project can be understood and weighed. *Communities for a Better Environment v. Richmond* (2010) 184 Cal. App. 4th 70, 80. The EIR requirement "is the heart of CEQA." CEQA Guidelines, § 15003(a).

CEQA directs public agencies to avoid or reduce environmental damage, when possible, by requiring alternatives or mitigation measures. CEQA Guidelines, § 15002, subds. (a)(2)-(3); see also *Berkeley Keep Jets Over the Bay Committee v. Board of Port Commissioners of the City of Oakland* (2001) 91 Cal.App.4th 1344, 1354; *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 400. The Environmental Impact Report (EIR) serves to provide public agencies and the public in general with information about the effect that a proposed project is likely to have on the environment and to "identify ways that environmental damage can be avoided or significantly reduced." CEQA Guidelines, § 15002, subd. (a)(2).

A public agency must prepare an EIR whenever substantial evidence supports a "fair argument" that a proposed project "may have a significant effect on the

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[8] The CEQA Guidelines, codified in Title 14 of the California Code of Regulations, section 15000 et seq., are regulatory guidelines promulgated by the state Natural Resources Agency for the implementation of CEQA. Pub. Res. Code, § 21083. The CEQA Guidelines are given "great weight in interpreting CEQA except when . . . clearly unauthorized or erroneous." *Center for Biological Diversity v. Dept. of Fish & Wildlife* (2015) 62 Cal.4th 204, 217.

environment." Pub. Res. Code, §§ 21100, 21151; CEQA Guidelines, §§ 15002, subds. (f)(1)-(2), 15063; *No Oil, supra,* 13 Cal.App.3d at p. 75; *Communities for a Better Environment v. California Resources Agency* (2002) 103 Cal.App.4th 98, 111-112. If the project has a significant effect on the environment, the agency may approve the project only upon finding that it has "eliminated or substantially lessened all significant effects on the environment where feasible" and that any unavoidable significant effects on the environment are "acceptable due to overriding concerns" specified in Public Resources Code section 21081. See CEQA Guidelines, §§ 15092, subds. (b)(2)(A)-(B).

Essentially, should a lead agency be presented with a fair argument that a project may have a significant effect on the environment, the lead agency shall prepare an EIR even though it may also be presented with other substantial evidence that the project will not have a significant effect. CEQA Guidelines, §§ 15064(f)(1)-(2); see *No Oil, supra,* 13 Cal.App.3d at p. 75 (internal citations and quotations omitted). Substantial evidence includes "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." CEQA Guidelines, § 15384, subd. (a).

d cont.

The EIR has been described as "an environmental 'alarm bell' whose purpose it is to alert the public and its responsible officials to environmental changes before they have reached ecological points of no return." *Berkeley Keep Jets Over the Bay v. Bd. of Port Comm'rs.* (2001) 91 Cal. App. 4th 1344, 1354 ("*Berkeley Jets")*; *County of Inyo v. Yorty* (1973) 32 Cal. App. 3d 795, 810.

The preparation and circulation of an EIR is more than a set of technical hurdles for agencies and developers to overcome. *Communities for a Better Environment v. Richmond* (2010) 184 Cal.App.4th 70, 80 (quoting *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 449-450). The EIR's function is to ensure that government officials who decide to build or approve a project do so with a full understanding of the environmental consequences and, equally important, that the public is assured those consequences have been considered. *Id.* For the EIR to serve these goals it must present information so that the foreseeable impacts of pursuing the project can be understood and weighed, and the public must be given an adequate opportunity to comment on that presentation before the decision to go forward is made. *Id.*

A strong presumption in favor of requiring preparation of an EIR is built into CEQA. This presumption is reflected in what is known as the "fair argument" standard under which an EIR must be prepared whenever substantial evidence in the record supports a fair argument that a project may have a significant effect on the environment. *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.App.4th 1597, 1602; *Friends of "B" St. v. City of Hayward* (1980) 106 Cal.3d 988, 1002.

Further, it is the duty of the lead agency, not the public, to conduct the proper environmental studies. "The agency should not be allowed to hide behind its own failure to gather relevant data." *Sundstrom, supra,* 202 Cal.App.3d at p. 311. "Deficiencies in the record may actually enlarge the scope of fair argument by lending a logical plausibility to a wider range of inferences." *Ibid*; see also *Gentry v. City of Murrieta* (1995) 36 Cal.App.4th 1359, 1382 (lack of study enlarges the scope of the fair argument which may be made based on the limited facts in the record).

Thus, refusal to complete recommended studies lowers the already low threshold to establish a fair argument. The court may not exercise its independent judgment on the omitted material by determining whether the ultimate decision of the lead agency would have been affected had the law been followed. *Environmental Protection Information Center v. Cal. Dept. of Forestry* (2008) 44 Cal.4th 459, 486 (internal citations and quotations omitted). The remedy for this deficiency would be for the trial court to issue a writ of mandate. *Ibid.*

While the courts review an EIR using an 'abuse of discretion' standard, the reviewing court is not to *uncritically* rely on every study or analysis presented by a project proponent in support of its position. *Berkeley Keep Jets*, *supra*, 91 Cal.App.4th at p. 1355 (quoting *Laurel Heights, supra,* 47 Cal.3d at pp. 391, 409 fn. 12) (internal quotations omitted). A clearly inadequate or unsupported study is entitled to no judicial deference. *Ibid.* Drawing this line and determining whether the EIR complies with CEQA's information disclosure requirements presents a question of law subject to independent review by the courts. *Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, 515; *Madera Oversight Coalition, Inc. v. County of Madera* (2011) 199 Cal.App.4th 48, 102, 131. As the First District Court of Appeal has previously stated, prejudicial abuse of discretion occurs if the failure to include relevant information precludes informed decision-making and informed public participation, thereby thwarting the statutory goals of the EIR process. *Berkeley Keep Jets, supra*, 91 Cal.App.4th at p. 1355 (internal quotations omitted).

d cont.

Both the review for failure to follow CEQA's procedures and the fair argument test are questions of law, thus, the de novo standard of review applies. *Vineyard Area Citizens for Responsible Growth v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 435. Whether the agency's record contains substantial evidence that would support a fair argument that the project may have a significant effect on the environment is treated as a question of law. *Consolidated Irrigation Dist.*, *supra*, 204 Cal.App.4th at p. 207; Kostka and Zischke, Practice Under the Environmental Quality Act (2017, 2d ed.) at § 6.76.

d cont.

Section 15088.5(a) of the CEQA Guidelines provides that an EIR must be recirculated whenever there is disclosure of significant new information. Significant new information includes: (1) disclosure of a new significant environmental impact resulting from the project or from a new proposed mitigation measure; (2) disclosure of a substantial increase in the severity of an environmental impact unless mitigation measures are adopted that reduce the impact to a level of insignificance; and (3) disclosure of a feasible project alternative or mitigation measure considerably different from others previously analyzed which would clearly lessen the significant environmental impacts of the project which the project proponents decline to adopt. *Id.*

Additionally, an EIR must be recirculated when it is so fundamentally inadequate and conclusory in nature that meaningful public review and comment is precluded. *Id.* [citing *Mountain Lion Coalition v. Fish & Game Com.* (1989) 214 Cal.App.3d 1043].

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Here, as discussed below, the DEIR fails to substantiate all of its conclusions to allow meaningful public review and comment, provide adequate mitigation measures, and fully assess all pertinent environmental factors. Accordingly, this comment letter discloses significant new information, necessitating revision and recirculation of the DEIR.

IV. A SUBSEQUENT EIR IS REQUIRED BASED ON SUBSTANTIAL CHANGES AND NEW INFORMATION OF SUBSTANTIAL IMPORTANCE REGARDING THE PROJECT

State law imposes a mandatory duty to prepare a Subsequent Environmental Impact Report (EIR) when a project's circumstances materially change after a previous EIR certification. California Environmental Quality Act (CEQA) Guidelines Section 15162(a) provides clear, mandatory triggers for the Subsequent EIR process. Specifically, a Subsequent EIR must be prepared if substantial changes are proposed

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for the project that require major revisions of the previous EIR. Such revision is necessary due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The proposed CenterPark Specific Plan Project is a substantial undertaking, seeking approval for up to 4,293 residential units and 250,919 square feet of commercial and office space across 257.34 acres. The Project's substantial change in land use and density compared to the original Program EIR's baseline requires a full re-evaluation rather than reliance on earlier analysis and review. The Lead Agency must also analyze the impact of new information of substantial importance, previously unknown, that shows the project will have new significant effects or significantly more severe effects than shown before. The scale of the current proposal makes it unlikely that the original Program EIR adequately assessed impacts from a development of this intensity.

The CenterPark Specific Plan Project also necessitates a Subsequent EIR because the Project's specific environmental effects were not fully examined in the Program EIR, *The Ontario Plan 2050*. CEQA Guidelines Section 15168 governs the use of a Program EIR for a series of related actions. Later, site-specific activities, such as this Specific Plan, must be thoroughly examined in light of the original Program EIR. If the later activity would have effects that were not examined in the program document, a new initial study must be prepared, which would then lead to an EIR or a Negative Declaration. The DEIR itself notes that potential significant impacts remain in the areas of Biological Resources and Historic Resources. The DEIR's own finding is conclusive evidence that effects were not adequately addressed in the previous Program EIR. The Lead Agency is obligated to ensure all environmental effects, particularly the documented, new significant effects arising from the current project's design and footprint, are documented and analyzed fully in a new document. The Lead Agency must also incorporate all feasible mitigation measures and alternatives developed in the Program EIR into later activities, as required by Section 15168(c)(3).

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V. THE PROJECT CANNOT RELY ON PRIOR ENVIRONMENTAL REVIEW FOR THE ONTARIO PLAN 2050 BECAUSE IT IS INCONSISTENT WITH THAT PLAN

The City cannot legitimately invoke the streamlining provisions of CEQA Guidelines Section 15183 to limit the scope of environmental review for the CenterPark Specific Plan. Section 15183 provides an exemption for projects consistent with the

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established development density of a certified plan, limiting new analysis to only project-specific effects that are peculiar to the site. The Project cannot rely on prior environmental review for *The Ontario Plan 2050* because it is legally ineligible under the criteria of Section 15183. The determination of consistency is the primary factor for applying the statute's streamlining procedures. Consistency is explicitly defined as the proposed project's density being the same or less than the standard expressed in the certified plan. Here, the Project's proposed density, development metrics, objectives, and policies exhibit notable discrepancies when compared to *The Ontario Plan 2050*, thereby invalidating any claim to streamlined review. Full, comprehensive environmental review is therefore required for all potential significant impacts.

The CenterPark Specific Plan's complex structure and proposed high-intensity land use further demonstrate its lack of consistency with the prior Plan. The project site is a substantial 257.34-acre area encompassing 29 parcels located in the southwestern portion of the City of Ontario. The total development is separated into two distinct "Ownership Areas," each proposing different development metrics and uses, which complicates the consistency analysis. Ownership Area 1 alone includes up to 3,095 residential dwelling units, 210,544 square feet of mixed-use retail and office uses, and 55.98 acres of parkland. Ownership Area 2 adds up to 1,198 residential dwelling units, 40,376 square feet of mixed-use retail and office uses, and 11.28 acres of parkland. The proposed Project is both vertically and horizontally inconsistent with the existing Plan. Vertical inconsistency involves a conflict with the Plan's core goals or land use map, while horizontal inconsistency relates to conflicts with other local planning policies. These significant deviations in density, building intensity, and land use invalidate any attempt to rely on the Program EIR for the initial Plan.

g cont.

The proposed Project's inconsistency with The Ontario Plan (TOP) is most evident in the significant and unavoidable impact identified for Vehicle Miles Traveled (VMT), which directly conflicts with the foundational sustainability goals of the General Plan. Although the DEIR asserts Project consistency with land use and zoning designations, the VMT analysis reveals a fundamental conflict with policies aimed at reducing VMT and promoting sustainability. Specifically, the Project's VMT per service population is projected to substantially exceed the San Bernardino County average threshold in both existing (64.93 versus 37.99) and cumulative (74.76 versus 37.99) scenarios. This severe, unmitigated VMT impact creates a conflict with CEQA Guidelines Section 15064.3(b) and regional policy goals, such as Connect SoCal,

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which seek to integrate land use and transportation to reduce greenhouse gas emissions.

h cont.

Further, the Project fails to fully support the TOP 2050 objective of designing a comprehensive circulation system for multiple modes of travel, as demonstrated by the analysis of the Reduced Development Area Alternative. While the Project's objectives include creating a local street system that promotes walkability and integrating bike ways to encourage alternative travel, the exclusion of certain planning areas under the Reduced Development Area Alternative is noted to eliminate local connectivity throughout the entire Project site. The Project's over-reliance on automobile-focused circulation is also inconsistent with the General Plan's vision of prioritizing growth that reduces VMT and promotes sustainable communities. Moreover, the severe and unavoidable VMT impact, confirmed by the DEIR itself, implicitly acknowledges that the Project runs contrary to the City's long-term sustainability objectives and conflicts with the climate-related goals embedded within the land use planning framework.

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VI. THE DEIR'S ANALYSIS OF POTENTIAL IMPACTS TO BIOLOGICAL AND HISTORICAL RESOURCES IS INSUFFICIENT

The Draft Focused EIR contains deficient and insufficient analysis concerning significant environmental impacts, specifically those related to Biological Resources and Historic Resources. The DEIR documentation confirms that the analysis examined both of these resource categories. Crucially, the DEIR itself identifies both Biological Resources and Historic Resources as areas with **potentially significant impacts**. The analysis of the Project's impacts to Biological Resources is fundamentally flawed, suffering from various analytical shortcomings, limitations, and overall inadequacy. The City must demand detailed, rigorous, and defensible baseline analysis, including appropriate year-round field studies, to properly assess the effects of developing the 257.34 acres on any sensitive habitats or species. The potential for irreversible environmental damage to these resources on the large site demands a higher standard of scrutiny than the current DEIR provides.

The Project's DEIR presents a significant limitation in its **biological** resources analysis due to the incomplete evaluation of "Ownership Area 2," resulting in a conclusion of "significant and unavoidable" impacts for that portion of the site. Specifically, the Biological Resources Technical Report and associated field surveys were only completed for "Ownership Area 1" because the Project Applicant lacks

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control and authorization to access the parcels within "Ownership Area 2." Consequently, the DEIR analyzes Ownership Area 2 at a programmatic level only, relying on the assumption that conditions are similar to the surveyed area, which prevents a full understanding of the potential impacts to sensitive species, riparian habitats, and wetlands within that area. The report explicitly states that unforeseen site conditions could be discovered during future project-level CEQA review for Ownership Area 2, potentially requiring a subsequent EIR or addendum. Therefore, by deferring the detailed biological assessment for a substantial portion of the Project area (64.92 acres for Ownership Area 2 out of a 257.34-acre total), the DEIR fails to provide the full disclosure required by CEQA for a complete project, leading to a conclusion of unavoidable significant impacts for that area.

j cont.

Similarly, the DEIR's analysis concerning **historic** resources is fatally flawed and lacks necessary depth. The analysis for historic and cultural resource impacts must be exhaustive across all 29 parcels comprising the project site. The development of up to 4,293 residential units and over 250,000 square feet of commercial space is a significant land-disturbing activity. The Lead Agency's responsibility includes a thorough inventory and evaluation of any historical or archaeological resources potentially affected by the new construction. The document fails to provide the robust evidence and detailed discussion necessary to establish that the project's impacts to Historic Resources will be appropriately identified and minimized. The absence of a clear, compelling, and fully supported analysis in these two critical environmental areas renders the entire Draft EIR legally insufficient. The City Planning Department cannot certify this document until these fundamental analytical deficiencies have been fully remedied.

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The Project DEIR determines that its impacts on historic resources are Significant and Unavoidable even after mitigation, based largely on the necessary demolition or relocation of three properties found eligible for listing on the California Register of Historical Resources (CRHR) and/or for designation as a City of Ontario Historic Landmark. Furthermore, the analysis acknowledges that even if the eligible historic structures were avoided, the integrity of their setting, would be compromised by the Project. For the alternative analysis, the DEIR notes that the planned Ontario Ranch Road widening will likely impact the eligible historic buildings regardless of whether the Project is implemented, effectively rendering avoidance efforts moot and highlighting an irresolvable conflict with regional infrastructure plans. Finally, while

mitigation measures are proposed, including documentation, an option for relocation, and a mitigation fee, the DEIR explicitly states that because the resources would be either relocated or demolished, the impact remains significant and unavoidable.

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VII. THE DEIR'S PROPOSED MITIGATION MEASURES ARE INSUFFICIENT

A fundamental purpose of an EIR is to identify ways in which a proposed project's significant environmental impacts can be mitigated or avoided. Pub. Res. Code §§ 21002.1(a), 21061. To implement this statutory purpose, an EIR must describe any feasible mitigation measures that can minimize the project's significant environmental effects. PRC §§ 21002.1(a), 21100(b)(3); CEQA Guidelines §§ 15121(a), 15126.4(a).

If the project has a significant effect on the environment, the agency may approve the project only upon finding that it has "eliminated or substantially lessened all significant effects on the environment where feasible" PRC §§ 21002; 21002.1, 21081; CEQA Guidelines §§ 15091, 15092(b)(2)(A); and find that 'specific overriding economic, legal, social, technology or other benefits of the project outweigh the significant effects on the environment." PRC §§ 21002; 21002.1, 21081; CEQA Guidelines §§ 15091, 15092(b)(2)(B). "A gloomy forecast of environmental degradation is of little or no value without pragmatic, concrete means to minimize the impacts and restore ecological equilibrium." *Environmental Council of Sacramento v. City of Sacramento* (2006) 142 Cal.App.4th 1018, 1039.

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CEQA mitigation measures proposed and adopted are required to describe what actions will be taken to reduce or avoid an environmental impact. (CEQA Guidelines § 15126.4(a)(1)(B) [providing "[f]ormulation of mitigation measures should not be deferred until some future time."].) While the same Guidelines section 15126.5(a)(1)(B) acknowledges an exception to the rule against deferrals, such exception is narrowly proscribed to situations where it is impractical or infeasible to include those details during the project's environmental review.

According to CEQA Guidelines, "[w]hen an EIR has been prepared for a project, the Responsible Agency shall not approve the project as proposed if the agency finds any feasible alternative or feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the project would have on the environment." CEQA Guidelines Section 15096(g)(2).

The proposed mitigation measures described in the DEIR are critically inadequate to address the significant environmental effects of the CenterPark Specific Plan Project. Mitigation measures are the core mechanism for ensuring a project complies with CEQA by reducing or compensating for its environmental impacts. CEQA Guidelines Section 15162(a)(3) is explicit that a Subsequent EIR is required if new information shows that previously infeasible mitigation measures would in fact be feasible and would substantially reduce a significant effect. Furthermore, the subsequent document is required if considerably different mitigation measures from those previously analyzed would substantially reduce a significant effect. The current DEIR flags significant impacts remaining in the Biological and Historic Resources areas. This remaining significance demonstrates that the proposed mitigation is failing the necessary test of effectiveness.

The Draft EIR's Proposed Mitigation Measures are fundamentally flawed because they do not substantially reduce the identified significant effects. The City must require the project proponents to explicitly list all analytical flaws, shortcomings, and limitations of the existing measures. The City must then either adopt alternative mitigation measures that are considerably different from those analyzed or revise the project to eliminate the noted significant effects altogether. Simply adopting an insufficient Mitigation Monitoring and Reporting Program, which is listed as a discretionary action for the Project, will not fulfill the City's CEQA obligations. The City Planning Department must require a more robust and legally defensible set of measures capable of truly addressing the adverse impacts of a major development project of this substantial magnitude. The development of 4,293 residential units must be planned with full confidence that all impacts have been mitigated to the greatest extent feasible. The EIR's mitigation measures for the Project are further inadequate for failing to consider all feasible measures, as described below.

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A. The DEIR Fails to Consider and Deploy All Feasible Mitigation Measures

A fundamental purpose of an EIR is to identify ways in which a proposed project's significant environmental impacts can be mitigated or avoided. Pub. Res. Code §§ 21002.1(a), 21061. To implement this statutory purpose, an EIR must describe any feasible mitigation measures that can minimize the project's significant environmental effects. PRC §§ 21002.1(a), 21100(b)(3); CEQA Guidelines §§ 15121(a), 15126.4(a).

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If the project has a significant effect on the environment, the agency may approve the project only upon finding that it has "eliminated or substantially lessened all significant effects on the environment where feasible" PRC §§ 21002; 21002.1, 21081.

Mitigation measures, under CEQA proposed and adopted, are required to describe what actions will be taken to reduce or avoid an environmental impact. (CEQA Guidelines § 15126.4(a)(1)(B) [providing "[f]ormulation of mitigation measures should not be deferred until some future time."].) While the same Guidelines section 15126.5(a)(1)(B) acknowledges an exception to the rule against deferrals, such exception is narrowly proscribed to situations where it is impractical or infeasible to include those details during the project's environmental review.

According to CEQA Guidelines, "[w]hen an EIR has been prepared for a project, the Responsible Agency shall not approve the project as proposed if the agency finds any feasible alternative or feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the project would have on the environment." CEQA Guidelines Section 15096(g)(2).

However, an impact can only be labeled as significant-and-unavoidable after all available, feasible mitigation is considered and the EIR lacks substantial evidence to support a finding that no other feasible mitigation existed to mitigate the Project's significant impacts.

Here, the Project DEIR fails to identify and analyze all viable and feasible mitigation measures to address the Project's impacts to biological and historical resources.

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VIII. **CONCLUSION**

The City should direct City Staff and the Project applicant to evaluate and address the issues raised herein prior to approving the Project.

Should the Council have any questions or concerns regarding this comment letter, please do not hesitate to contact our office.

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Sincerely,

Omar Corona
Attorneys for Western States Regional Council of Carpenters

Attached:

March 8, 2021 SWAPE Letter to Mitchell M. Tsai re Local Hire Requirements and Considerations for Greenhouse Gas Modeling (Exhibit A);

Air Quality and GHG Expert Paul Rosenfeld CV (Exhibit B); and

Air Quality and GHG Expert Matt Hagemann CV (Exhibit C).

EXHIBIT A

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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March 8, 2021

Mitchell M. Tsai
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Pasadena, CA 91101

Subject: Local Hire Requirements and Considerations for Greenhouse Gas Modeling

Dear Mr. Tsai,

Soil Water Air Protection Enterprise ("SWAPE") is pleased to provide the following draft technical report explaining the significance of worker trips required for construction of land use development projects with respect to the estimation of greenhouse gas ("GHG") emissions. The report will also discuss the potential for local hire requirements to reduce the length of worker trips, and consequently, reduced or mitigate the potential GHG impacts.

Worker Trips and Greenhouse Gas Calculations

The California Emissions Estimator Model ("CalEEMod") is a "statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions associated with both construction and operations from a variety of land use projects."[1] CalEEMod quantifies construction-related emissions associated with land use projects resulting from off-road construction equipment; on-road mobile equipment associated with workers, vendors, and hauling; fugitive dust associated with grading, demolition, truck loading, and on-road vehicles traveling along paved and unpaved roads; and architectural coating activities; and paving.[2]

The number, length, and vehicle class of worker trips are utilized by CalEEMod to calculate emissions associated with the on-road vehicle trips required to transport workers to and from the Project site during construction.[3]

[1] "California Emissions Estimator Model." CAPCOA, 2017, *available at:* http://www.aqmd.gov/caleemod/home.
[2] "California Emissions Estimator Model." CAPCOA, 2017, *available at:* http://www.aqmd.gov/caleemod/home.
[3] "CalEEMod User's Guide." CAPCOA, November 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.

Specifically, the number and length of vehicle trips is utilized to estimate the vehicle miles travelled ("VMT") associated with construction. Then, utilizing vehicle-class specific EMFAC 2014 emission factors, CalEEMod calculates the vehicle exhaust, evaporative, and dust emissions resulting from construction-related VMT, including personal vehicles for worker commuting.[4]

Specifically, in order to calculate VMT, CalEEMod multiplies the average daily trip rate by the average overall trip length (see excerpt below):

> "$VMT_d = \Sigma(\text{Average Daily Trip Rate}_i * \text{Average Overall Trip Length}_i)_n$
>
> Where:
>
> n = Number of land uses being modeled."[5]

Furthermore, to calculate the on-road emissions associated with worker trips, CalEEMod utilizes the following equation (see excerpt below):

> "$\text{Emissions}_{pollutant} = VMT * EF_{running,pollutant}$
>
> Where:
>
> $\text{Emissions}_{pollutant}$ = emissions from vehicle running for each pollutant
>
> VMT = vehicle miles traveled
>
> $EF_{running,pollutant}$ = emission factor for running emissions."[6]

Thus, there is a direct relationship between trip length and VMT, as well as a direct relationship between VMT and vehicle running emissions. In other words, when the trip length is increased, the VMT and vehicle running emissions increase as a result. Thus, vehicle running emissions can be reduced by decreasing the average overall trip length, by way of a local hire requirement or otherwise.

Default Worker Trip Parameters and Potential Local Hire Requirements

As previously discussed, the number, length, and vehicle class of worker trips are utilized by CalEEMod to calculate emissions associated with the on-road vehicle trips required to transport workers to and from the Project site during construction.[7] In order to understand how local hire requirements and associated worker trip length reductions impact GHG emissions calculations, it is important to consider the CalEEMod default worker trip parameters. CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but the California Environmental Quality Act ("CEQA") requires that such changes be justified by substantial evidence.[8] The default number of construction-related worker trips is calculated by multiplying the

[4] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 14-15.
[5] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 23.
[6] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 15.
[7] "CalEEMod User's Guide." CAPCOA, November 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.
[8] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 1, 9.

number of pieces of equipment for all phases by 1.25, with the exception of worker trips required for the building construction and architectural coating phases.[9] Furthermore, the worker trip vehicle class is a 50/25/25 percent mix of light duty autos, light duty truck class 1 and light duty truck class 2, respectively."[10] Finally, the default worker trip length is consistent with the length of the operational home-to-work vehicle trips.[11] The operational home-to-work vehicle trip lengths are:

> "[B]ased on the *location* and *urbanization* selected on the project characteristic screen. These values were *supplied by the air districts or use a default average for the state*. Each district (or county) also assigns trip lengths for urban and rural settings" (emphasis added). [12]

Thus, the default worker trip length is based on the location and urbanization level selected by the User when modeling emissions. The below table shows the CalEEMod default rural and urban worker trip lengths by air basin (see excerpt below and Attachment A).[13]

Worker Trip Length by Air Basin		
Air Basin	**Rural (miles)**	**Urban (miles)**
Great Basin Valleys	16.8	10.8
Lake County	16.8	10.8
Lake Tahoe	16.8	10.8
Mojave Desert	16.8	10.8
Mountain Counties	16.8	10.8
North Central Coast	17.1	12.3
North Coast	16.8	10.8
Northeast Plateau	16.8	10.8
Sacramento Valley	16.8	10.8
Salton Sea	14.6	11
San Diego	16.8	10.8
San Francisco Bay Area	10.8	10.8
San Joaquin Valley	16.8	10.8
South Central Coast	16.8	10.8
South Coast	19.8	14.7
Average	**16.47**	**11.17**
Minimum	**10.80**	**10.80**
Maximum	**19.80**	**14.70**
Range	**9.00**	**3.90**

[9] "CalEEMod User's Guide." CAPCOA, November 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.
[10] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 15.
[11] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 14.
[12] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 21.
[13] "Appendix D Default Data Tables." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/05_appendix-d2016-3-2.pdf?sfvrsn=4, p. D-84 – D-86.

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As demonstrated above, default rural worker trip lengths for air basins in California vary from 10.8- to 19.8-miles, with an average of 16.47 miles. Furthermore, default urban worker trip lengths vary from 10.8- to 14.7-miles, with an average of 11.17 miles. Thus, while default worker trip lengths vary by location, default urban worker trip lengths tend to be shorter in length. Based on these trends evident in the CalEEMod default worker trip lengths, we can reasonably assume that the efficacy of a local hire requirement is especially dependent upon the urbanization of the project site, as well as the project location.

Practical Application of a Local Hire Requirement and Associated Impact

To provide an example of the potential impact of a local hire provision on construction-related GHG emissions, we estimated the significance of a local hire provision for the Village South Specific Plan ("Project") located in the City of Claremont ("City"). The Project proposed to construct 1,000 residential units, 100,000-SF of retail space, 45,000-SF of office space, as well as a 50-room hotel, on the 24-acre site. The Project location is classified as Urban and lies within the Los Angeles-South Coast County. As a result, the Project has a default worker trip length of 14.7 miles.[14] In an effort to evaluate the potential for a local hire provision to reduce the Project's construction-related GHG emissions, we prepared an updated model, reducing all worker trip lengths to 10 miles (see Attachment B). Our analysis estimates that if a local hire provision with a 10-mile radius were to be implemented, the GHG emissions associated with Project construction would decrease by approximately 17% (see table below and Attachment C).

Local Hire Provision Net Change	
Without Local Hire Provision	
Total Construction GHG Emissions (MT CO_2e)	3,623
Amortized Construction GHG Emissions (MT CO_2e/year)	120.77
With Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,024
Amortized Construction GHG Emissions (MT CO_2e/year)	100.80
% Decrease in Construction-related GHG Emissions	***17%***

As demonstrated above, by implementing a local hire provision requiring 10 mile worker trip lengths, the Project could reduce potential GHG emissions associated with construction worker trips. More broadly, any local hire requirement that results in a decreased worker trip length from the default value has the potential to result in a reduction of construction-related GHG emissions, though the significance of the reduction would vary based on the location and urbanization level of the project site.

This serves as an example of the potential impacts of local hire requirements on estimated project-level GHG emissions, though it does not indicate that local hire requirements would result in reduced construction-related GHG emission for all projects. As previously described, the significance of a local hire requirement depends on the worker trip length enforced and the default worker trip length for the project's urbanization level and location.

[14] "Appendix D Default Data Tables." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/05_appendix-d2016-3-2.pdf?sfvrsn=4, p. D-85.

Disclaimer

SWAPE has received limited discovery. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,

Matt Hagemann, P.G., C.Hg.

Paul E. Rosenfeld, Ph.D.

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Attachment A

Location Type	Location Name	Rural H-W (miles)	Urban H-W (miles)
Air Basin	Great Basin	16.8	10.8
Air Basin	Lake County	16.8	10.8
Air Basin	Lake Tahoe	16.8	10.8
Air Basin	Mojave Desert	16.8	10.8
Air Basin	Mountain	16.8	10.8
Air Basin	North Central	17.1	12.3
Air Basin	North Coast	16.8	10.8
Air Basin	Northeast	16.8	10.8
Air Basin	Sacramento	16.8	10.8
Air Basin	Salton Sea	14.6	11
Air Basin	San Diego	16.8	10.8
Air Basin	San Francisco	10.8	10.8
Air Basin	San Joaquin	16.8	10.8
Air Basin	South Central	16.8	10.8
Air Basin	South Coast	19.8	14.7
Air District	Amador County	16.8	10.8
Air District	Antelope Valley	16.8	10.8
Air District	Bay Area AQMD	10.8	10.8
Air District	Butte County	12.54	12.54
Air District	Calaveras	16.8	10.8
Air District	Colusa County	16.8	10.8
Air District	El Dorado	16.8	10.8
Air District	Feather River	16.8	10.8
Air District	Glenn County	16.8	10.8
Air District	Great Basin	16.8	10.8
Air District	Imperial County	10.2	7.3
Air District	Kern County	16.8	10.8
Air District	Lake County	16.8	10.8
Air District	Lassen County	16.8	10.8
Air District	Mariposa	16.8	10.8
Air District	Mendocino	16.8	10.8
Air District	Modoc County	16.8	10.8
Air District	Mojave Desert	16.8	10.8
Air District	Monterey Bay	16.8	10.8
Air District	North Coast	16.8	10.8
Air District	Northern Sierra	16.8	10.8
Air District	Northern	16.8	10.8
Air District	Placer County	16.8	10.8
Air District	Sacramento	15	10

Air District	San Diego	16.8	10.8
Air District	San Joaquin	16.8	10.8
Air District	San Luis Obispo	13	13
Air District	Santa Barbara	8.3	8.3
Air District	Shasta County	16.8	10.8
Air District	Siskiyou County	16.8	10.8
Air District	South Coast	19.8	14.7
Air District	Tehama County	16.8	10.8
Air District	Tuolumne	16.8	10.8
Air District	Ventura County	16.8	10.8
Air District	Yolo/Solano	15	10
County	Alameda	10.8	10.8
County	Alpine	16.8	10.8
County	Amador	16.8	10.8
County	Butte	12.54	12.54
County	Calaveras	16.8	10.8
County	Colusa	16.8	10.8
County	Contra Costa	10.8	10.8
County	Del Norte	16.8	10.8
County	El Dorado-Lake	16.8	10.8
County	El Dorado-	16.8	10.8
County	Fresno	16.8	10.8
County	Glenn	16.8	10.8
County	Humboldt	16.8	10.8
County	Imperial	10.2	7.3
County	Inyo	16.8	10.8
County	Kern-Mojave	16.8	10.8
County	Kern-San	16.8	10.8
County	Kings	16.8	10.8
County	Lake	16.8	10.8
County	Lassen	16.8	10.8
County	Los Angeles-	16.8	10.8
County	Los Angeles-	19.8	14.7
County	Madera	16.8	10.8
County	Marin	10.8	10.8
County	Mariposa	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Merced	16.8	10.8
County	Modoc	16.8	10.8
County	Mono	16.8	10.8
County	Monterey	16.8	10.8
County	Napa	10.8	10.8

County	Nevada	16.8	10.8
County	Orange	19.8	14.7
County	Placer-Lake	16.8	10.8
County	Placer-Mountain	16.8	10.8
County	Placer-	16.8	10.8
County	Plumas	16.8	10.8
County	Riverside-	16.8	10.8
County	Riverside-	19.8	14.7
County	Riverside-Salton	14.6	11
County	Riverside-South	19.8	14.7
County	Sacramento	15	10
County	San Benito	16.8	10.8
County	San Bernardino-	16.8	10.8
County	San Bernardino-	19.8	14.7
County	San Diego	16.8	10.8
County	San Francisco	10.8	10.8
County	San Joaquin	16.8	10.8
County	San Luis Obispo	13	13
County	San Mateo	10.8	10.8
County	Santa Barbara-	8.3	8.3
County	Santa Barbara-	8.3	8.3
County	Santa Clara	10.8	10.8
County	Santa Cruz	16.8	10.8
County	Shasta	16.8	10.8
County	Sierra	16.8	10.8
County	Siskiyou	16.8	10.8
County	Solano-	15	10
County	Solano-San	16.8	10.8
County	Sonoma-North	16.8	10.8
County	Sonoma-San	10.8	10.8
County	Stanislaus	16.8	10.8
County	Sutter	16.8	10.8
County	Tehama	16.8	10.8
County	Trinity	16.8	10.8
County	Tulare	16.8	10.8
County	Tuolumne	16.8	10.8
County	Ventura	16.8	10.8
County	Yolo	15	10
County	Yuba	16.8	10.8
Statewide	Statewide	16.8	10.8

Worker Trip Length by Air Basin		
Air Basin	**Rural (miles)**	**Urban (miles)**
Great Basin Valleys	16.8	10.8
Lake County	16.8	10.8
Lake Tahoe	16.8	10.8
Mojave Desert	16.8	10.8
Mountain Counties	16.8	10.8
North Central Coast	17.1	12.3
North Coast	16.8	10.8
Northeast Plateau	16.8	10.8
Sacramento Valley	16.8	10.8
Salton Sea	14.6	11
San Diego	16.8	10.8
San Francisco Bay Area	10.8	10.8
San Joaquin Valley	16.8	10.8
South Central Coast	16.8	10.8
South Coast	19.8	14.7
Average	**16.47**	**11.17**
Mininum	**10.80**	**10.80**
Maximum	**19.80**	**14.70**
Range	**9.00**	**3.90**

Attachment B

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1713	1.8242	1.1662	2.4000e-003	0.4169	0.0817	0.4986	0.1795	0.0754	0.2549	0.0000	213.1969	213.1969	0.0601	0.0000	214.6993
2022	0.6904	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6826	1,721.6826	0.1294	0.0000	1,724.9187
2023	0.6148	3.3649	5.6747	0.0178	1.1963	0.0996	1.2959	0.3203	0.0935	0.4138	0.0000	1,627.5295	1,627.5295	0.1185	0.0000	1,630.4925
2024	4.1619	0.1335	0.2810	5.9000e-004	0.0325	6.4700e-003	0.0390	8.6300e-003	6.0400e-003	0.0147	0.0000	52.9078	52.9078	8.0200e-003	0.0000	53.1082
Maximum	**4.1619**	**4.1142**	**6.1625**	**0.0189**	**1.3058**	**0.1201**	**1.4259**	**0.3460**	**0.1128**	**0.4588**	**0.0000**	**1,721.6826**	**1,721.6826**	**0.1294**	**0.0000**	**1,724.9187**

2.1 Overall Construction

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1713	1.8242	1.1662	2.4000e-003	0.4169	0.0817	0.4986	0.1795	0.0754	0.2549	0.0000	213.1967	213.1967	0.0601	0.0000	214.6991
2022	0.6904	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6823	1,721.6823	0.1294	0.0000	1,724.9183
2023	0.6148	3.3648	5.6747	0.0178	1.1963	0.0996	1.2959	0.3203	0.0935	0.4138	0.0000	1,627.5291	1,627.5291	0.1185	0.0000	1,630.4921
2024	4.1619	0.1335	0.2810	5.9000e-004	0.0325	6.4700e-003	0.0390	8.6300e-003	6.0400e-003	0.0147	0.0000	52.9077	52.9077	8.0200e-003	0.0000	53.1082
Maximum	**4.1619**	**4.1142**	**6.1625**	**0.0189**	**1.3058**	**0.1201**	**1.4259**	**0.3460**	**0.1128**	**0.4588**	**0.0000**	**1,721.6823**	**1,721.6823**	**0.1294**	**0.0000**	**1,724.9183**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2021	11-30-2021	1.4103	1.4103
2	12-1-2021	2-28-2022	1.3613	1.3613
3	3-1-2022	5-31-2022	1.1985	1.1985
4	6-1-2022	8-31-2022	1.1921	1.1921
5	9-1-2022	11-30-2022	1.1918	1.1918
6	12-1-2022	2-28-2023	1.0774	1.0774
7	3-1-2023	5-31-2023	1.0320	1.0320
8	6-1-2023	8-31-2023	1.0260	1.0260

9	9-1-2023	11-30-2023	1.0265	1.0265
10	12-1-2023	2-29-2024	2.8857	2.8857
11	3-1-2024	5-31-2024	1.6207	1.6207
		Highest	2.8857	2.8857

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0012**	**51.0012**	**0.0144**	**0.0000**	**51.3601**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.7000e-004	7.5000e-004	8.5100e-003	2.0000e-005	2.4700e-003	2.0000e-005	2.4900e-003	6.5000e-004	2.0000e-005	6.7000e-004	0.0000	2.2251	2.2251	7.0000e-005	0.0000	2.2267
Total	**2.9000e-003**	**0.0641**	**0.0233**	**2.0000e-004**	**6.4100e-003**	**2.1000e-004**	**6.6200e-003**	**1.7300e-003**	**2.0000e-004**	**1.9300e-003**	**0.0000**	**19.6816**	**19.6816**	**1.2800e-003**	**0.0000**	**19.7136**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0011**	**51.0011**	**0.0144**	**0.0000**	**51.3600**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.7000e-004	7.5000e-004	8.5100e-003	2.0000e-005	2.4700e-003	2.0000e-005	2.4900e-003	6.5000e-004	2.0000e-005	6.7000e-004	0.0000	2.2251	2.2251	7.0000e-005	0.0000	2.2267
Total	**2.9000e-003**	**0.0641**	**0.0233**	**2.0000e-004**	**6.4100e-003**	**2.1000e-004**	**6.6200e-003**	**1.7300e-003**	**2.0000e-004**	**1.9300e-003**	**0.0000**	**19.6816**	**19.6816**	**1.2800e-003**	**0.0000**	**19.7136**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7061**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814
Total	**7.7000e-004**	**6.0000e-004**	**6.8100e-003**	**2.0000e-005**	**1.9700e-003**	**2.0000e-005**	**1.9900e-003**	**5.2000e-004**	**1.0000e-005**	**5.4000e-004**	**0.0000**	**1.7801**	**1.7801**	**5.0000e-005**	**0.0000**	**1.7814**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7060**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814
Total	**7.7000e-004**	**6.0000e-004**	**6.8100e-003**	**2.0000e-005**	**1.9700e-003**	**2.0000e-005**	**1.9900e-003**	**5.2000e-004**	**1.0000e-005**	**5.4000e-004**	**0.0000**	**1.7801**	**1.7801**	**5.0000e-005**	**0.0000**	**1.7814**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5405**	**103.5405**	**0.0335**	**0.0000**	**104.3776**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607
Total	**1.6400e-003**	**1.2700e-003**	**0.0144**	**4.0000e-005**	**4.1600e-003**	**3.0000e-005**	**4.2000e-003**	**1.1100e-003**	**3.0000e-005**	**1.1400e-003**	**0.0000**	**3.7579**	**3.7579**	**1.1000e-004**	**0.0000**	**3.7607**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5403**	**103.5403**	**0.0335**	**0.0000**	**104.3775**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607
Total	**1.6400e-003**	**1.2700e-003**	**0.0144**	**4.0000e-005**	**4.1600e-003**	**3.0000e-005**	**4.2000e-003**	**1.1100e-003**	**3.0000e-005**	**1.1400e-003**	**0.0000**	**3.7579**	**3.7579**	**1.1000e-004**	**0.0000**	**3.7607**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684
Total	**2.8000e-004**	**2.1000e-004**	**2.4400e-003**	**1.0000e-005**	**7.7000e-004**	**1.0000e-005**	**7.7000e-004**	**2.0000e-004**	**1.0000e-005**	**2.1000e-004**	**0.0000**	**0.6679**	**0.6679**	**2.0000e-005**	**0.0000**	**0.6684**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684
Total	**2.8000e-004**	**2.1000e-004**	**2.4400e-003**	**1.0000e-005**	**7.7000e-004**	**1.0000e-005**	**7.7000e-004**	**2.0000e-004**	**1.0000e-005**	**2.1000e-004**	**0.0000**	**0.6679**	**0.6679**	**2.0000e-005**	**0.0000**	**0.6684**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1324**	**293.1324**	**0.0702**	**0.0000**	**294.8881**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.4088	0.3066	3.5305	0.0107	1.1103	8.8700e-003	1.1192	0.2949	8.1700e-003	0.3031	0.0000	966.8117	966.8117	0.0266	0.0000	967.4773
Total	**0.4616**	**2.0027**	**3.9885**	**0.0152**	**1.2243**	**0.0121**	**1.2363**	**0.3278**	**0.0112**	**0.3390**	**0.0000**	**1,408.7952**	**1,408.7952**	**0.0530**	**0.0000**	**1,410.1208**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1321**	**293.1321**	**0.0702**	**0.0000**	**294.8877**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.4088	0.3066	3.5305	0.0107	1.1103	8.8700e-003	1.1192	0.2949	8.1700e-003	0.3031	0.0000	966.8117	966.8117	0.0266	0.0000	967.4773
Total	**0.4616**	**2.0027**	**3.9885**	**0.0152**	**1.2243**	**0.0121**	**1.2363**	**0.3278**	**0.0112**	**0.3390**	**0.0000**	**1,408.7952**	**1,408.7952**	**0.0530**	**0.0000**	**1,410.1208**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2789**	**286.2789**	**0.0681**	**0.0000**	**287.9814**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.3753	0.2708	3.1696	0.0101	1.0840	8.4100e-003	1.0924	0.2879	7.7400e-003	0.2957	0.0000	909.3439	909.3439	0.0234	0.0000	909.9291
Total	**0.4135**	**1.5218**	**3.5707**	**0.0144**	**1.1953**	**9.8700e-003**	**1.2051**	**0.3200**	**9.1400e-003**	**0.3292**	**0.0000**	**1,327.3369**	**1,327.3369**	**0.0462**	**0.0000**	**1,328.4916**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2785**	**286.2785**	**0.0681**	**0.0000**	**287.9811**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.3753	0.2708	3.1696	0.0101	1.0840	8.4100e-003	1.0924	0.2879	7.7400e-003	0.2957	0.0000	909.3439	909.3439	0.0234	0.0000	909.9291
Total	**0.4135**	**1.5218**	**3.5707**	**0.0144**	**1.1953**	**9.8700e-003**	**1.2051**	**0.3200**	**9.1400e-003**	**0.3292**	**0.0000**	**1,327.3369**	**1,327.3369**	**0.0462**	**0.0000**	**1,328.4916**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968
Total	**3.7000e-004**	**2.7000e-004**	**3.1200e-003**	**1.0000e-005**	**1.0700e-003**	**1.0000e-005**	**1.0800e-003**	**2.8000e-004**	**1.0000e-005**	**2.9000e-004**	**0.0000**	**0.8963**	**0.8963**	**2.0000e-005**	**0.0000**	**0.8968**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968
Total	**3.7000e-004**	**2.7000e-004**	**3.1200e-003**	**1.0000e-005**	**1.0700e-003**	**1.0000e-005**	**1.0800e-003**	**2.8000e-004**	**1.0000e-005**	**2.9000e-004**	**0.0000**	**0.8963**	**0.8963**	**2.0000e-005**	**0.0000**	**0.8968**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706
Total	**5.9000e-004**	**4.1000e-004**	**4.9200e-003**	**2.0000e-005**	**1.8100e-003**	**1.0000e-005**	**1.8200e-003**	**4.8000e-004**	**1.0000e-005**	**4.9000e-004**	**0.0000**	**1.4697**	**1.4697**	**4.0000e-005**	**0.0000**	**1.4706**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706
Total	**5.9000e-004**	**4.1000e-004**	**4.9200e-003**	**2.0000e-005**	**1.8100e-003**	**1.0000e-005**	**1.8200e-003**	**4.8000e-004**	**1.0000e-005**	**4.9000e-004**	**0.0000**	**1.4697**	**1.4697**	**4.0000e-005**	**0.0000**	**1.4706**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558
Total	**0.0101**	**6.9900e-003**	**0.0835**	**2.8000e-004**	**0.0307**	**2.3000e-004**	**0.0309**	**8.1500e-003**	**2.2000e-004**	**8.3700e-003**	**0.0000**	**24.9407**	**24.9407**	**6.1000e-004**	**0.0000**	**24.9558**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558
Total	**0.0101**	**6.9900e-003**	**0.0835**	**2.8000e-004**	**0.0307**	**2.3000e-004**	**0.0309**	**8.1500e-003**	**2.2000e-004**	**8.3700e-003**	**0.0000**	**24.9407**	**24.9407**	**6.1000e-004**	**0.0000**	**24.9558**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Unmitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
NaturalGas Mitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478
NaturalGas Unmitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Unmitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	585.8052	3.0183	0.0755	683.7567
Unmitigated	585.8052	3.0183	0.0755	683.7567

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	207.8079	12.2811	0.0000	514.8354
Unmitigated	207.8079	12.2811	0.0000	514.8354

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2769	46.4588	31.6840	0.0643	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,234.7974	6,234.7974	1.9495	0.0000	6,283.5352
2022	5.3304	38.8967	49.5629	0.1517	9.8688	1.6366	10.7727	3.6558	1.5057	5.1615	0.0000	15,251.5674	15,251.5674	1.9503	0.0000	15,278.5288
2023	4.8957	26.3317	46.7567	0.1472	9.8688	0.7794	10.6482	2.6381	0.7322	3.3702	0.0000	14,807.5269	14,807.5269	1.0250	0.0000	14,833.1521
2024	237.1630	9.5575	15.1043	0.0244	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,361.3989	2,361.3989	0.7177	0.0000	2,379.3421
Maximum	**237.1630**	**46.4588**	**49.5629**	**0.1517**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**15,251.5674**	**15,251.5674**	**1.9503**	**0.0000**	**15,278.5288**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2769	46.4588	31.6840	0.0643	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,234.7974	6,234.7974	1.9495	0.0000	6,283.5352
2022	5.3304	38.8967	49.5629	0.1517	9.8688	1.6366	10.7727	3.6558	1.5057	5.1615	0.0000	15,251.5674	15,251.5674	1.9503	0.0000	15,278.5288
2023	4.8957	26.3317	46.7567	0.1472	9.8688	0.7794	10.6482	2.6381	0.7322	3.3702	0.0000	14,807.5269	14,807.5269	1.0250	0.0000	14,833.1520
2024	237.1630	9.5575	15.1043	0.0244	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,361.3989	2,361.3989	0.7177	0.0000	2,379.3421
Maximum	**237.1630**	**46.4588**	**49.5629**	**0.1517**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**15,251.5674**	**15,251.5674**	**1.9503**	**0.0000**	**15,278.5288**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0643	0.0442	0.6042	1.7100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		170.8155	170.8155	5.0300e-003		170.9413
Total	**0.1916**	**4.1394**	**1.5644**	**0.0136**	**0.4346**	**0.0139**	**0.4485**	**0.1176**	**0.0133**	**0.1309**		**1,463.0568**	**1,463.0568**	**0.0927**		**1,465.3750**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0643	0.0442	0.6042	1.7100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		170.8155	170.8155	5.0300e-003		170.9413
Total	**0.1916**	**4.1394**	**1.5644**	**0.0136**	**0.4346**	**0.0139**	**0.4485**	**0.1176**	**0.0133**	**0.1309**		**1,463.0568**	**1,463.0568**	**0.0927**		**1,465.3750**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296
Total	**0.0772**	**0.0530**	**0.7250**	**2.0600e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**204.9786**	**204.9786**	**6.0400e-003**		**205.1296**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296
Total	**0.0772**	**0.0530**	**0.7250**	**2.0600e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**204.9786**	**204.9786**	**6.0400e-003**		**205.1296**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217
Total	**0.0857**	**0.0589**	**0.8056**	**2.2900e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**227.7540**	**227.7540**	**6.7100e-003**		**227.9217**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217
Total	**0.0857**	**0.0589**	**0.8056**	**2.2900e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**227.7540**	**227.7540**	**6.7100e-003**		**227.9217**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941
Total	**0.0803**	**0.0532**	**0.7432**	**2.2100e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**219.7425**	**219.7425**	**6.0600e-003**		**219.8941**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941
Total	**0.0803**	**0.0532**	**0.7432**	**2.2100e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**219.7425**	**219.7425**	**6.0600e-003**		**219.8941**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	3.2162	2.1318	29.7654	0.0883	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,800.6857	8,800.6857	0.2429		8,806.7582
Total	**3.6242**	**15.3350**	**33.1995**	**0.1247**	**9.8688**	**0.0949**	**9.9637**	**2.6381**	**0.0883**	**2.7263**		**12,697.2339**	**12,697.2339**	**0.4665**		**12,708.8966**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	3.2162	2.1318	29.7654	0.0883	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,800.6857	8,800.6857	0.2429		8,806.7582
Total	**3.6242**	**15.3350**	**33.1995**	**0.1247**	**9.8688**	**0.0949**	**9.9637**	**2.6381**	**0.0883**	**2.7263**		**12,697.2339**	**12,697.2339**	**0.4665**		**12,708.8966**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	3.0203	1.9287	27.4113	0.0851	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		8,478.4408	8,478.4408	0.2190		8,483.9160
Total	**3.3229**	**11.9468**	**30.5127**	**0.1203**	**9.8688**	**0.0797**	**9.9485**	**2.6381**	**0.0738**	**2.7118**		**12,252.3170**	**12,252.3170**	**0.4172**		**12,262.7460**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	3.0203	1.9287	27.4113	0.0851	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		8,478.4408	8,478.4408	0.2190		8,483.9160
Total	**3.3229**	**11.9468**	**30.5127**	**0.1203**	**9.8688**	**0.0797**	**9.9485**	**2.6381**	**0.0738**	**2.7118**		**12,252.3170**	**12,252.3170**	**0.4172**		**12,262.7460**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748
Total	**0.0566**	**0.0361**	**0.5133**	**1.5900e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**158.7723**	**158.7723**	**4.1000e-003**		**158.8748**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748
Total	**0.0566**	**0.0361**	**0.5133**	**1.5900e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**158.7723**	**158.7723**	**4.1000e-003**		**158.8748**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458
Total	**0.0535**	**0.0329**	**0.4785**	**1.5400e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**153.8517**	**153.8517**	**3.7600e-003**		**153.9458**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458
Total	**0.0535**	**0.0329**	**0.4785**	**1.5400e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**153.8517**	**153.8517**	**3.7600e-003**		**153.9458**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.0852	1,641.0852	0.0401		1,642.0886
Total	**0.5707**	**0.3513**	**5.1044**	**0.0165**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,641.0852**	**1,641.0852**	**0.0401**		**1,642.0886**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.0852	1,641.0852	0.0401		1,642.0886
Total	**0.5707**	**0.3513**	**5.1044**	**0.0165**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,641.0852**	**1,641.0852**	**0.0401**		**1,642.0886**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Unmitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2865	46.4651	31.6150	0.0642	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,221.4937	6,221.4937	1.9491	0.0000	6,270.2214
2022	5.7218	38.9024	47.3319	0.1455	9.8688	1.6366	10.7736	3.6558	1.5057	5.1615	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663
2023	5.2705	26.4914	44.5936	0.1413	9.8688	0.7800	10.6488	2.6381	0.7328	3.3708	0.0000	14,210.3424	14,210.3424	1.0230	0.0000	14,235.9160
2024	237.2328	9.5610	15.0611	0.0243	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,352.4178	2,352.4178	0.7175	0.0000	2,370.3550
Maximum	**237.2328**	**46.4651**	**47.3319**	**0.1455**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**14,630.3099**	**14,630.3099**	**1.9499**	**0.0000**	**14,657.2663**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2865	46.4651	31.6150	0.0642	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,221.4937	6,221.4937	1.9491	0.0000	6,270.2214
2022	5.7218	38.9024	47.3319	0.1455	9.8688	1.6366	10.7736	3.6558	1.5057	5.1615	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663
2023	5.2705	26.4914	44.5936	0.1413	9.8688	0.7800	10.6488	2.6381	0.7328	3.3708	0.0000	14,210.3424	14,210.3424	1.0230	0.0000	14,235.9160
2024	237.2328	9.5610	15.0611	0.0243	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,352.4178	2,352.4178	0.7175	0.0000	2,370.3550
Maximum	**237.2328**	**46.4651**	**47.3319**	**0.1455**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**14,630.3099**	**14,630.3099**	**1.9499**	**0.0000**	**14,657.2663**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0715	0.0489	0.5524	1.6100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		160.8377	160.8377	4.7300e-003		160.9560
Total	**0.2019**	**4.1943**	**1.5706**	**0.0133**	**0.4346**	**0.0141**	**0.4487**	**0.1176**	**0.0135**	**0.1311**		**1,430.6932**	**1,430.6932**	**0.0955**		**1,433.0812**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0715	0.0489	0.5524	1.6100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		160.8377	160.8377	4.7300e-003		160.9560
Total	**0.2019**	**4.1943**	**1.5706**	**0.0133**	**0.4346**	**0.0141**	**0.4487**	**0.1176**	**0.0135**	**0.1311**		**1,430.6932**	**1,430.6932**	**0.0955**		**1,433.0812**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472
Total	**0.0858**	**0.0587**	**0.6629**	**1.9400e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**193.0052**	**193.0052**	**5.6800e-003**		**193.1472**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472
Total	**0.0858**	**0.0587**	**0.6629**	**1.9400e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**193.0052**	**193.0052**	**5.6800e-003**		**193.1472**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080
Total	**0.0954**	**0.0652**	**0.7365**	**2.1500e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**214.4502**	**214.4502**	**6.3100e-003**		**214.6080**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080
Total	**0.0954**	**0.0652**	**0.7365**	**2.1500e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**214.4502**	**214.4502**	**6.3100e-003**		**214.6080**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563
Total	**0.0896**	**0.0589**	**0.6784**	**2.0800e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**206.9139**	**206.9139**	**5.7000e-003**		**207.0563**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563
Total	**0.0896**	**0.0589**	**0.6784**	**2.0800e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**206.9139**	**206.9139**	**5.7000e-003**		**207.0563**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	3.5872	2.3593	27.1680	0.0832	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,286.9013	8,286.9013	0.2282		8,292.6058
Total	**4.0156**	**15.5266**	**30.9685**	**0.1186**	**9.8688**	**0.0957**	**9.9645**	**2.6381**	**0.0891**	**2.7271**		**12,075.9763**	**12,075.9763**	**0.4663**		**12,087.6341**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	3.5872	2.3593	27.1680	0.0832	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,286.9013	8,286.9013	0.2282		8,292.6058
Total	**4.0156**	**15.5266**	**30.9685**	**0.1186**	**9.8688**	**0.0957**	**9.9645**	**2.6381**	**0.0891**	**2.7271**		**12,075.9763**	**12,075.9763**	**0.4663**		**12,087.6341**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	3.3795	2.1338	24.9725	0.0801	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		7,983.7318	7,983.7318	0.2055		7,988.8683
Total	**3.6978**	**12.1065**	**28.3496**	**0.1144**	**9.8688**	**0.0803**	**9.9491**	**2.6381**	**0.0743**	**2.7124**		**11,655.1325**	**11,655.1325**	**0.4151**		**11,665.5099**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	3.3795	2.1338	24.9725	0.0801	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		7,983.7318	7,983.7318	0.2055		7,988.8683
Total	**3.6978**	**12.1065**	**28.3496**	**0.1144**	**9.8688**	**0.0803**	**9.9491**	**2.6381**	**0.0743**	**2.7124**		**11,655.1325**	**11,655.1325**	**0.4151**		**11,665.5099**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043
Total	**0.0633**	**0.0400**	**0.4677**	**1.5000e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**149.5081**	**149.5081**	**3.8500e-003**		**149.6043**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043
Total	**0.0633**	**0.0400**	**0.4677**	**1.5000e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**149.5081**	**149.5081**	**3.8500e-003**		**149.6043**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587
Total	**0.0601**	**0.0364**	**0.4354**	**1.4500e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**144.8706**	**144.8706**	**3.5300e-003**		**144.9587**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587
Total	**0.0601**	**0.0364**	**0.4354**	**1.4500e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**144.8706**	**144.8706**	**3.5300e-003**		**144.9587**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.2860	1,545.2860	0.0376		1,546.2262
Total	**0.6406**	**0.3886**	**4.6439**	**0.0155**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,545.2860**	**1,545.2860**	**0.0376**		**1,546.2262**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.2860	1,545.2860	0.0376		1,546.2262
Total	**0.6406**	**0.3886**	**4.6439**	**0.0155**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,545.2860**	**1,545.2860**	**0.0376**		**1,546.2262**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Unmitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1704	1.8234	1.1577	2.3800e-003	0.4141	0.0817	0.4958	0.1788	0.0754	0.2542	0.0000	210.7654	210.7654	0.0600	0.0000	212.2661
2022	0.5865	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6554	1,418.6554	0.1215	0.0000	1,421.6925
2023	0.5190	3.2850	4.7678	0.0147	0.8497	0.0971	0.9468	0.2283	0.0912	0.3195	0.0000	1,342.4412	1,342.4412	0.1115	0.0000	1,345.2291
2024	4.1592	0.1313	0.2557	5.0000e-004	0.0221	6.3900e-003	0.0285	5.8700e-003	5.9700e-003	0.0118	0.0000	44.6355	44.6355	7.8300e-003	0.0000	44.8311
Maximum	**4.1592**	**4.0240**	**5.1546**	**0.0155**	**0.9509**	**0.1175**	**1.0683**	**0.2518**	**0.1103**	**0.3621**	**0.0000**	**1,418.6554**	**1,418.6554**	**0.1215**	**0.0000**	**1,421.6925**

2.1 Overall Construction

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1704	1.8234	1.1577	2.3800e-003	0.4141	0.0817	0.4958	0.1788	0.0754	0.2542	0.0000	210.7651	210.7651	0.0600	0.0000	212.2658
2022	0.5865	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6550	1,418.6550	0.1215	0.0000	1,421.6921
2023	0.5190	3.2850	4.7678	0.0147	0.8497	0.0971	0.9468	0.2283	0.0912	0.3195	0.0000	1,342.4409	1,342.4409	0.1115	0.0000	1,345.2287
2024	4.1592	0.1313	0.2557	5.0000e-004	0.0221	6.3900e-003	0.0285	5.8700e-003	5.9700e-003	0.0118	0.0000	44.6354	44.6354	7.8300e-003	0.0000	44.8311
Maximum	**4.1592**	**4.0240**	**5.1546**	**0.0155**	**0.9509**	**0.1175**	**1.0683**	**0.2518**	**0.1103**	**0.3621**	**0.0000**	**1,418.6550**	**1,418.6550**	**0.1215**	**0.0000**	**1,421.6921**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2021	11-30-2021	1.4091	1.4091
2	12-1-2021	2-28-2022	1.3329	1.3329
3	3-1-2022	5-31-2022	1.1499	1.1499
4	6-1-2022	8-31-2022	1.1457	1.1457
5	9-1-2022	11-30-2022	1.1415	1.1415
6	12-1-2022	2-28-2023	1.0278	1.0278
7	3-1-2023	5-31-2023	0.9868	0.9868
8	6-1-2023	8-31-2023	0.9831	0.9831

9	9-1-2023	11-30-2023	0.9798	0.9798
10	12-1-2023	2-29-2024	2.8757	2.8757
11	3-1-2024	5-31-2024	1.6188	1.6188
		Highest	2.8757	2.8757

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0012**	**51.0012**	**0.0144**	**0.0000**	**51.3601**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.2000e-004	5.3000e-004	6.0900e-003	2.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.5281	1.5281	5.0000e-005	0.0000	1.5293
Total	**2.6500e-003**	**0.0639**	**0.0209**	**2.0000e-004**	**5.6200e-003**	**2.0000e-004**	**5.8200e-003**	**1.5300e-003**	**1.9000e-004**	**1.7200e-003**	**0.0000**	**18.9847**	**18.9847**	**1.2600e-003**	**0.0000**	**19.0161**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0011**	**51.0011**	**0.0144**	**0.0000**	**51.3600**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.2000e-004	5.3000e-004	6.0900e-003	2.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.5281	1.5281	5.0000e-005	0.0000	1.5293
Total	**2.6500e-003**	**0.0639**	**0.0209**	**2.0000e-004**	**5.6200e-003**	**2.0000e-004**	**5.8200e-003**	**1.5300e-003**	**1.9000e-004**	**1.7200e-003**	**0.0000**	**18.9847**	**18.9847**	**1.2600e-003**	**0.0000**	**19.0161**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7061**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234
Total	**5.8000e-004**	**4.3000e-004**	**4.8700e-003**	**1.0000e-005**	**1.3400e-003**	**1.0000e-005**	**1.3500e-003**	**3.6000e-004**	**1.0000e-005**	**3.7000e-004**	**0.0000**	**1.2225**	**1.2225**	**4.0000e-005**	**0.0000**	**1.2234**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7060**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234
Total	**5.8000e-004**	**4.3000e-004**	**4.8700e-003**	**1.0000e-005**	**1.3400e-003**	**1.0000e-005**	**1.3500e-003**	**3.6000e-004**	**1.0000e-005**	**3.7000e-004**	**0.0000**	**1.2225**	**1.2225**	**4.0000e-005**	**0.0000**	**1.2234**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5405**	**103.5405**	**0.0335**	**0.0000**	**104.3776**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828
Total	**1.2200e-003**	**9.0000e-004**	**0.0103**	**3.0000e-005**	**2.8300e-003**	**2.0000e-005**	**2.8600e-003**	**7.5000e-004**	**2.0000e-005**	**7.8000e-004**	**0.0000**	**2.5808**	**2.5808**	**8.0000e-005**	**0.0000**	**2.5828**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5403**	**103.5403**	**0.0335**	**0.0000**	**104.3775**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828
Total	**1.2200e-003**	**9.0000e-004**	**0.0103**	**3.0000e-005**	**2.8300e-003**	**2.0000e-005**	**2.8600e-003**	**7.5000e-004**	**2.0000e-005**	**7.8000e-004**	**0.0000**	**2.5808**	**2.5808**	**8.0000e-005**	**0.0000**	**2.5828**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590
Total	**2.1000e-004**	**1.5000e-004**	**1.7400e-003**	**1.0000e-005**	**5.2000e-004**	**0.0000**	**5.3000e-004**	**1.4000e-004**	**0.0000**	**1.4000e-004**	**0.0000**	**0.4587**	**0.4587**	**1.0000e-005**	**0.0000**	**0.4590**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590
Total	**2.1000e-004**	**1.5000e-004**	**1.7400e-003**	**1.0000e-005**	**5.2000e-004**	**0.0000**	**5.3000e-004**	**1.4000e-004**	**0.0000**	**1.4000e-004**	**0.0000**	**0.4587**	**0.4587**	**1.0000e-005**	**0.0000**	**0.4590**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1324**	**293.1324**	**0.0702**	**0.0000**	**294.8881**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.3051	0.2164	2.5233	7.3500e-003	0.7557	6.2300e-003	0.7619	0.2007	5.7400e-003	0.2065	0.0000	663.9936	663.9936	0.0187	0.0000	664.4604
Total	**0.3578**	**1.9125**	**2.9812**	**0.0119**	**0.8696**	**9.4100e-003**	**0.8790**	**0.2336**	**8.7800e-003**	**0.2424**	**0.0000**	**1,105.9771**	**1,105.9771**	**0.0451**	**0.0000**	**1,107.1039**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1321**	**293.1321**	**0.0702**	**0.0000**	**294.8877**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.3051	0.2164	2.5233	7.3500e-003	0.7557	6.2300e-003	0.7619	0.2007	5.7400e-003	0.2065	0.0000	663.9936	663.9936	0.0187	0.0000	664.4604
Total	**0.3578**	**1.9125**	**2.9812**	**0.0119**	**0.8696**	**9.4100e-003**	**0.8790**	**0.2336**	**8.7800e-003**	**0.2424**	**0.0000**	**1,105.9771**	**1,105.9771**	**0.0451**	**0.0000**	**1,107.1039**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2789**	**286.2789**	**0.0681**	**0.0000**	**287.9814**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.2795	0.1910	2.2635	6.9100e-003	0.7377	5.9100e-003	0.7436	0.1960	5.4500e-003	0.2014	0.0000	624.5363	624.5363	0.0164	0.0000	624.9466
Total	**0.3177**	**1.4420**	**2.6646**	**0.0112**	**0.8490**	**7.3700e-003**	**0.8564**	**0.2281**	**6.8500e-003**	**0.2349**	**0.0000**	**1,042.5294**	**1,042.5294**	**0.0392**	**0.0000**	**1,043.5090**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2785**	**286.2785**	**0.0681**	**0.0000**	**287.9811**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.2795	0.1910	2.2635	6.9100e-003	0.7377	5.9100e-003	0.7436	0.1960	5.4500e-003	0.2014	0.0000	624.5363	624.5363	0.0164	0.0000	624.9466
Total	**0.3177**	**1.4420**	**2.6646**	**0.0112**	**0.8490**	**7.3700e-003**	**0.8564**	**0.2281**	**6.8500e-003**	**0.2349**	**0.0000**	**1,042.5294**	**1,042.5294**	**0.0392**	**0.0000**	**1,043.5090**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160
Total	**2.8000e-004**	**1.9000e-004**	**2.2300e-003**	**1.0000e-005**	**7.3000e-004**	**1.0000e-005**	**7.3000e-004**	**1.9000e-004**	**1.0000e-005**	**2.0000e-004**	**0.0000**	**0.6156**	**0.6156**	**2.0000e-005**	**0.0000**	**0.6160**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160
Total	**2.8000e-004**	**1.9000e-004**	**2.2300e-003**	**1.0000e-005**	**7.3000e-004**	**1.0000e-005**	**7.3000e-004**	**1.9000e-004**	**1.0000e-005**	**2.0000e-004**	**0.0000**	**0.6156**	**0.6156**	**2.0000e-005**	**0.0000**	**0.6160**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100
Total	**4.4000e-004**	**2.9000e-004**	**3.5100e-003**	**1.0000e-005**	**1.2300e-003**	**1.0000e-005**	**1.2400e-003**	**3.3000e-004**	**1.0000e-005**	**3.4000e-004**	**0.0000**	**1.0094**	**1.0094**	**3.0000e-005**	**0.0000**	**1.0100**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100
Total	**4.4000e-004**	**2.9000e-004**	**3.5100e-003**	**1.0000e-005**	**1.2300e-003**	**1.0000e-005**	**1.2400e-003**	**3.3000e-004**	**1.0000e-005**	**3.4000e-004**	**0.0000**	**1.0094**	**1.0094**	**3.0000e-005**	**0.0000**	**1.0100**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394
Total	**7.4800e-003**	**4.9300e-003**	**0.0596**	**1.9000e-004**	**0.0209**	**1.6000e-004**	**0.0211**	**5.5500e-003**	**1.5000e-004**	**5.7000e-003**	**0.0000**	**17.1287**	**17.1287**	**4.3000e-004**	**0.0000**	**17.1394**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394
Total	**7.4800e-003**	**4.9300e-003**	**0.0596**	**1.9000e-004**	**0.0209**	**1.6000e-004**	**0.0211**	**5.5500e-003**	**1.5000e-004**	**5.7000e-003**	**0.0000**	**17.1287**	**17.1287**	**4.3000e-004**	**0.0000**	**17.1394**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Unmitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
NaturalGas Mitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478
NaturalGas Unmitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Unmitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	585.8052	3.0183	0.0755	683.7567
Unmitigated	585.8052	3.0183	0.0755	683.7567

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	207.8079	12.2811	0.0000	514.8354
Unmitigated	207.8079	12.2811	0.0000	514.8354

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2561	46.4415	31.4494	0.0636	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,163.4166	6,163.4166	1.9475	0.0000	6,212.1039
2022	4.5441	38.8811	40.8776	0.1240	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,493.4403	12,493.4403	1.9485	0.0000	12,518.5707
2023	4.1534	25.7658	38.7457	0.1206	7.0088	0.7592	7.7679	1.8799	0.7136	2.5935	0.0000	12,150.4890	12,150.4890	0.9589	0.0000	12,174.4615
2024	237.0219	9.5478	14.9642	0.0239	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,313.1808	2,313.1808	0.7166	0.0000	2,331.0956
Maximum	**237.0219**	**46.4415**	**40.8776**	**0.1240**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,493.4403**	**12,493.4403**	**1.9485**	**0.0000**	**12,518.5707**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2561	46.4415	31.4494	0.0636	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,163.4166	6,163.4166	1.9475	0.0000	6,212.1039
2022	4.5441	38.8811	40.8776	0.1240	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,493.4403	12,493.4403	1.9485	0.0000	12,518.5707
2023	4.1534	25.7658	38.7457	0.1206	7.0088	0.7592	7.7679	1.8799	0.7136	2.5935	0.0000	12,150.4890	12,150.4890	0.9589	0.0000	12,174.4615
2024	237.0219	9.5478	14.9642	0.0239	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,313.1808	2,313.1808	0.7166	0.0000	2,331.0955
Maximum	**237.0219**	**46.4415**	**40.8776**	**0.1240**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,493.4403**	**12,493.4403**	**1.9485**	**0.0000**	**12,518.5707**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0487	0.0313	0.4282	1.1800e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		117.2799	117.2799	3.5200e-003		117.3678
Total	**0.1760**	**4.1265**	**1.3884**	**0.0131**	**0.3810**	**0.0135**	**0.3946**	**0.1034**	**0.0129**	**0.1163**		**1,409.5212**	**1,409.5212**	**0.0912**		**1,411.8015**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0487	0.0313	0.4282	1.1800e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		117.2799	117.2799	3.5200e-003		117.3678
Total	**0.1760**	**4.1265**	**1.3884**	**0.0131**	**0.3810**	**0.0135**	**0.3946**	**0.1034**	**0.0129**	**0.1163**		**1,409.5212**	**1,409.5212**	**0.0912**		**1,411.8015**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414
Total	**0.0584**	**0.0375**	**0.5139**	**1.4100e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**140.7359**	**140.7359**	**4.2200e-003**		**140.8414**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414
Total	**0.0584**	**0.0375**	**0.5139**	**1.4100e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**140.7359**	**140.7359**	**4.2200e-003**		**140.8414**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904
Total	**0.0649**	**0.0417**	**0.5710**	**1.5700e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**156.3732**	**156.3732**	**4.6900e-003**		**156.4904**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904
Total	**0.0649**	**0.0417**	**0.5710**	**1.5700e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**156.3732**	**156.3732**	**4.6900e-003**		**156.4904**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813
Total	**0.0607**	**0.0376**	**0.5263**	**1.5100e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**150.8754**	**150.8754**	**4.2400e-003**		**150.9813**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813
Total	**0.0607**	**0.0376**	**0.5263**	**1.5100e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**150.8754**	**150.8754**	**4.2400e-003**		**150.9813**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	2.4299	1.5074	21.0801	0.0607	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		6,042.5585	6,042.5585	0.1697		6,046.8000
Total	**2.8378**	**14.7106**	**24.5142**	**0.0971**	**7.0087**	**0.0741**	**7.0828**	**1.8799**	**0.0691**	**1.9490**		**9,939.1067**	**9,939.1067**	**0.3933**		**9,948.9384**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	2.4299	1.5074	21.0801	0.0607	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		6,042.5585	6,042.5585	0.1697		6,046.8000
Total	**2.8378**	**14.7106**	**24.5142**	**0.0971**	**7.0087**	**0.0741**	**7.0828**	**1.8799**	**0.0691**	**1.9490**		**9,939.1067**	**9,939.1067**	**0.3933**		**9,948.9384**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	2.2780	1.3628	19.4002	0.0584	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,821.4028	5,821.4028	0.1529		5,825.2254
Total	**2.5807**	**11.3809**	**22.5017**	**0.0936**	**7.0088**	**0.0595**	**7.0682**	**1.8799**	**0.0552**	**1.9350**		**9,595.2790**	**9,595.2790**	**0.3511**		**9,604.0554**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	2.2780	1.3628	19.4002	0.0584	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,821.4028	5,821.4028	0.1529		5,825.2254
Total	**2.5807**	**11.3809**	**22.5017**	**0.0936**	**7.0088**	**0.0595**	**7.0682**	**1.8799**	**0.0552**	**1.9350**		**9,595.2790**	**9,595.2790**	**0.3511**		**9,604.0554**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866
Total	**0.0427**	**0.0255**	**0.3633**	**1.0900e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**109.0150**	**109.0150**	**2.8600e-003**		**109.0866**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866
Total	**0.0427**	**0.0255**	**0.3633**	**1.0900e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**109.0150**	**109.0150**	**2.8600e-003**		**109.0866**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992
Total	**0.0403**	**0.0233**	**0.3384**	**1.0600e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**105.6336**	**105.6336**	**2.6300e-003**		**105.6992**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992
Total	**0.0403**	**0.0233**	**0.3384**	**1.0600e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**105.6336**	**105.6336**	**2.6300e-003**		**105.6992**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583
Total	**0.4296**	**0.2481**	**3.6098**	**0.0113**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,126.7583**	**1,126.7583**	**0.0280**		**1,127.4583**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583
Total	**0.4296**	**0.2481**	**3.6098**	**0.0113**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,126.7583**	**1,126.7583**	**0.0280**		**1,127.4583**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Unmitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2621	46.4460	31.4068	0.0635	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,154.3377	6,154.3377	1.9472	0.0000	6,203.0186
2022	4.7966	38.8851	39.6338	0.1195	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013
2023	4.3939	25.8648	37.5031	0.1162	7.0088	0.7598	7.7685	1.8799	0.7142	2.5940	0.0000	11,710.4080	11,710.4080	0.9617	0.0000	11,734.4497
2024	237.0656	9.5503	14.9372	0.0238	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,307.0517	2,307.0517	0.7164	0.0000	2,324.9627
Maximum	**237.0656**	**46.4460**	**39.6338**	**0.1195**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,035.3440**	**12,035.3440**	**1.9482**	**0.0000**	**12,060.6013**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2621	46.4460	31.4068	0.0635	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,154.3377	6,154.3377	1.9472	0.0000	6,203.0186
2022	4.7966	38.8851	39.6338	0.1195	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013
2023	4.3939	25.8648	37.5031	0.1162	7.0088	0.7598	7.7685	1.8799	0.7142	2.5940	0.0000	11,710.4080	11,710.4080	0.9617	0.0000	11,734.4497
2024	237.0656	9.5503	14.9372	0.0238	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,307.0517	2,307.0517	0.7164	0.0000	2,324.9627
Maximum	**237.0656**	**46.4460**	**39.6338**	**0.1195**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,035.3440**	**12,035.3440**	**1.9482**	**0.0000**	**12,060.6013**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0532	0.0346	0.3963	1.1100e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		110.4707	110.4707	3.3300e-003		110.5539
Total	**0.1835**	**4.1800**	**1.4144**	**0.0128**	**0.3810**	**0.0137**	**0.3948**	**0.1034**	**0.0131**	**0.1165**		**1,380.3262**	**1,380.3262**	**0.0941**		**1,382.6791**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0532	0.0346	0.3963	1.1100e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		110.4707	110.4707	3.3300e-003		110.5539
Total	**0.1835**	**4.1800**	**1.4144**	**0.0128**	**0.3810**	**0.0137**	**0.3948**	**0.1034**	**0.0131**	**0.1165**		**1,380.3262**	**1,380.3262**	**0.0941**		**1,382.6791**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646
Total	**0.0638**	**0.0415**	**0.4755**	**1.3300e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**132.5649**	**132.5649**	**3.9900e-003**		**132.6646**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646
Total	**0.0638**	**0.0415**	**0.4755**	**1.3300e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**132.5649**	**132.5649**	**3.9900e-003**		**132.6646**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051
Total	**0.0709**	**0.0462**	**0.5284**	**1.4800e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**147.2943**	**147.2943**	**4.4300e-003**		**147.4051**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051
Total	**0.0709**	**0.0462**	**0.5284**	**1.4800e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**147.2943**	**147.2943**	**4.4300e-003**		**147.4051**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207
Total	**0.0665**	**0.0416**	**0.4861**	**1.4300e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**142.1207**	**142.1207**	**4.0000e-003**		**142.2207**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207
Total	**0.0665**	**0.0416**	**0.4861**	**1.4300e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**142.1207**	**142.1207**	**4.0000e-003**		**142.2207**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	2.6620	1.6677	19.4699	0.0571	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		5,691.9354	5,691.9354	0.1602		5,695.9408
Total	**3.0904**	**14.8350**	**23.2704**	**0.0926**	**7.0087**	**0.0749**	**7.0836**	**1.8799**	**0.0699**	**1.9498**		**9,481.0104**	**9,481.0104**	**0.3984**		**9,490.9691**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	2.6620	1.6677	19.4699	0.0571	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		5,691.9354	5,691.9354	0.1602		5,695.9408
Total	**3.0904**	**14.8350**	**23.2704**	**0.0926**	**7.0087**	**0.0749**	**7.0836**	**1.8799**	**0.0699**	**1.9498**		**9,481.0104**	**9,481.0104**	**0.3984**		**9,490.9691**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	2.5029	1.5073	17.8820	0.0550	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,483.7974	5,483.7974	0.1442		5,487.4020
Total	**2.8211**	**11.4799**	**21.2591**	**0.0893**	**7.0088**	**0.0601**	**7.0688**	**1.8799**	**0.0557**	**1.9356**		**9,155.1981**	**9,155.1981**	**0.3538**		**9,164.0437**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	2.5029	1.5073	17.8820	0.0550	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,483.7974	5,483.7974	0.1442		5,487.4020
Total	**2.8211**	**11.4799**	**21.2591**	**0.0893**	**7.0088**	**0.0601**	**7.0688**	**1.8799**	**0.0557**	**1.9356**		**9,155.1981**	**9,155.1981**	**0.3538**		**9,164.0437**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603
Total	**0.0469**	**0.0282**	**0.3349**	**1.0300e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**102.6928**	**102.6928**	**2.7000e-003**		**102.7603**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603
Total	**0.0469**	**0.0282**	**0.3349**	**1.0300e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**102.6928**	**102.6928**	**2.7000e-003**		**102.7603**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663
Total	**0.0444**	**0.0257**	**0.3114**	**1.0000e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**99.5045**	**99.5045**	**2.4700e-003**		**99.5663**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663
Total	**0.0444**	**0.0257**	**0.3114**	**1.0000e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**99.5045**	**99.5045**	**2.4700e-003**		**99.5663**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410
Total	**0.4734**	**0.2743**	**3.3220**	**0.0107**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,061.3818**	**1,061.3818**	**0.0264**		**1,062.0410**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410
Total	**0.4734**	**0.2743**	**3.3220**	**0.0107**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,061.3818**	**1,061.3818**	**0.0264**		**1,062.0410**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Unmitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Attachment C

Local Hire Provision Net Change	
Without Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,623
Amortized (MT CO2e/year)	120.77
With Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,024
Amortized (MT CO2e/year)	100.80
% Decrease in Construction-related GHG Emissions	***17%***

EXHIBIT B

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

SOIL WATER AIR PROTECTION ENTERPRISE
2656 29th Street, Suite 201
Santa Monica, California 90405
Attn: Paul Rosenfeld, Ph.D.
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Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Thesis on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years' experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from unconventional oil drilling operations, oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, and many other industrial and agricultural sources. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at dozens of sites and has testified as an expert witness on more than ten cases involving exposure to air contaminants from industrial sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health.* 18:48

Simons, R.A., Seo, Y. **Rosenfeld, P**., (2015) Modeling the Effect of Refinery Emission On Residential Property Value. Journal of Real Estate Research. 27(3):321-342

Chen, J. A, Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.,** Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermod and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

Rosenfeld, P.E. & Feng, L. (2011). *The Risks of Hazardous Waste.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health*. 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution,* 123 (17), 319-327.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research*. 105, 194-197.

Rosenfeld, P.E., J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

Rosenfeld, P. E., M. Suffet. (2007). The Anatomy Of Odour Wheels For Odours Of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities.* Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme For The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004*. New Orleans, October 2-6, 2004.

Rosenfeld, P.E., and Suffet, I.H. (2004). Understanding Odorants Associated With Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

Rosenfeld, P. E., Grey, M. A., Sellew, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS–6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

Rosenfeld, P.E., and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality*. 29, 1662-1668.

Rosenfeld, P.E., C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affect on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

Rosenfeld, P.E., and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

Rosenfeld, P.E., and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research*. 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld. (**1998). Compost Amendment Handbook For Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation On St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions From Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Masters thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelors Thesis. University of California.

Presentations:

Rosenfeld, P.E., Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society.* Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution.* Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluoroctanoic Acid (PFOA) and Perfluoroactane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States" Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (20-22 July, 2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water.* Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting.* Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition.* Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference.* Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference.* Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference.* Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference.* Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants*.. Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conferenc*e. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation.* Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest.* Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell.* Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the United States District Court For The District of New Jersey
Duarte et al, *Plaintiffs,* vs. United States Metals Refining Company et. al. *Defendant.*
Case No.: 2:17-cv-01624-ES-SCM
Rosenfeld Deposition. 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk, *Plaintiffs,* vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" *Defendant.*
Case No.: 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition. 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No.: No. BC615636
Rosenfeld Deposition, 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No.: No. BC646857
Rosenfeld Deposition, 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiff vs. The 3M Company et al., Defendants
Case: No 1:16-cv-02531-RBJ
Rosenfeld Deposition, 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District
Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants
Cause No 1923
Rosenfeld Deposition, 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintiffs vs. Chevron Corporation, et al., Defendants
Cause No C12-01481
Rosenfeld Deposition, 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition, 8-23-2017

In The Superior Court of the State of California, For The County of Los Angeles
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No.: LC102019 (c/w BC582154)
Rosenfeld Deposition, 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., *Plaintiffs,* vs. Meritor Inc., et al., *Defendants*
Case Number: 4:16-cv-52-DMB-JVM
Rosenfeld Deposition: July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No.: No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial, March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No.: RG14711115
Rosenfeld Deposition, September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No.: LALA002187
Rosenfeld Deposition, August 2015

In The Iowa District Court For Wapello County
Jerry Dovico, et al., Plaintiffs vs. Valley View Sine LLC, et al., Defendants
Law No,: LALA105144 - Division A
Rosenfeld Deposition, August 2015

In The Iowa District Court For Wapello County
Doug Pauls, et al.,, et al., Plaintiffs vs. Richard Warren, et al., Defendants
Law No,: LALA105144 - Division A
Rosenfeld Deposition, August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action N0. 14-C-30000
Rosenfeld Deposition, June 2015

In The Third Judicial District County of Dona Ana, New Mexico
Betty Gonzalez, et al. Plaintiffs vs. Del Oro Dairy, Del Oro Real Estate LLC, Jerry Settles and Deward DeRuyter, Defendants
Rosenfeld Deposition: July 2015

In The Iowa District Court For Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No 4980
Rosenfeld Deposition: May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case Number CACE07030358 (26)
Rosenfeld Deposition: December 2014

In the United States District Court Western District of Oklahoma
Tommy McCarty, et al., Plaintiffs, v. Oklahoma City Landfill, LLC d/b/a Southeast Oklahoma City Landfill, et al. Defendants.
Case No. 5:12-cv-01152-C
Rosenfeld Deposition: July 2014

In the County Court of Dallas County Texas
Lisa Parr et al, *Plaintiff*, vs. Aruba et al, *Defendant.*
Case Number cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial: April 2014

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., *Plaintiffs,* vs. Republic Services, Inc., et al., *Defendants*
Case Number: 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition: October 2012

In the United States District Court of Southern District of Texas Galveston Division
Kyle Cannon, Eugene Donovan, Genaro Ramirez, Carol Sassler, and Harvey Walton, each Individually and on behalf of those similarly situated, *Plaintiffs,* vs. BP Products North America, Inc., *Defendant.*
Case 3:10-cv-00622
Rosenfeld Deposition: February 2012
Rosenfeld Trial: April 2013

In the Circuit Court of Baltimore County Maryland
Philip E. Cvach, II et al., *Plaintiffs* vs. Two Farms, Inc. d/b/a Royal Farms, Defendants
Case Number: 03-C-12-012487 OT
Rosenfeld Deposition: September 2013

EXHIBIT C

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Matthew F. Hagemann, P.G., C.Hg., QSD, QSP

Geologic and Hydrogeologic Characterization
Industrial Stormwater Compliance
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
CEQA Review

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist
California Certified Hydrogeologist
Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 25 years of experience in environmental policy, assessment and remediation. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) while also working with permit holders to improve hydrogeologic characterization and water quality monitoring.

Matt has worked closely with U.S. EPA legal counsel and the technical staff of several states in the application and enforcement of RCRA, Safe Drinking Water Act and Clean Water Act regulations. Matt has trained the technical staff in the States of California, Hawaii, Nevada, Arizona and the Territory of Guam in the conduct of investigations, groundwater fundamentals, and sampling techniques.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2014;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 100 environmental impact reports since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, Valley Fever, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at industrial facilities.
- Manager of a project to provide technical assistance to a community adjacent to a former Naval shipyard under a grant from the U.S. EPA.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.
- Expert witness on two cases involving MTBE litigation.
- Expert witness and litigation support on the impact of air toxins and hazards at a school.
- Expert witness in litigation at a former plywood plant.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.

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- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9. Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt taught physical geology (lecture and lab and introductory geology at Golden West College in Huntington Beach, California from 2010 to 2014.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal repesentatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F**. 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examination, 2009-2011.

Responses to Comment Letter O2 – Western States Regional Council of Carpenters (WSRCC), c/o Mitchell M. Tsai

Response O2 – a

Comment noted for the record. This comment does not raise any substantive issues regarding the adequacy of the Draft Focused EIR. The commenter requests to be included on the noticing list for all future notices referring or related to the Project related to CEQA and the California Planning and Zoning Law. The commenter has been added to the noticing and mailing list.

The City of Ontario intends to fully comply with the requirements of California Public Resources Code (PRC) Section 21000 et seq., 21092.2, and 21167(f), California Planning and Zoning Law (Government Code Sections 65000-65010), and California Government Code Section 65092. That is, the comment requests that the City comply with CEQA when responding to Western States Regional Council of Carpenters' (WSRCC) comments. As requested, the City's responses to WSRCC's comments will be sent to the WSRCC as part of the Final Focused EIR distribution prior to certification of Final Focused EIR. As the comment does not raise any issues with respect to the content and adequacy of the Draft Focused EIR or the Project's environmental effects, no further response is warranted. The comment is included here to provide a complete record of WSRCC's letter. The comment will become part of the administrative record and will be considered by the decision-makers. The comment does not raise any CEQA related issues, and no response is therefore warranted.

Response O2 – b

Comment noted for the record. The commenter requests that the City require the Project to be built using local workers (i.e., residing within 10 miles of the Project) in order to reduce vehicle miles traveled (VMT), improve jobs/housing balance and the economic performance of the Project and reduce greenhouse gas (GHG) emissions.

The commenter also requests that the City require the Project to be built with construction workers who have graduated from a specified apprenticeship program in order to produce a positive economic impact of the Project. The Draft Focused EIR is intended to evaluate the environmental impacts of the Project. CEQA does not require an analysis of the Project's economic effects or allow mitigation measures intended to address economic characteristics of the Project (14. Cal. Code Regs. Sections 15064[e], 15064[f][6], 15131[a] and 15382). Accordingly, the commenter's request for the City to require construction labor requirements in order to improve economic conditions does not raise any CEQA issues. This comment will be provided to the City's decision-makers for their policy consideration.

Regarding VMT as to construction workers, CEQA provides the lead agency with discretion to choose the most appropriate methodology to evaluate a project's VMT (14. Cal. Code Regs. Sections 15064.3[b][4]). CEQA does not require a separate VMT analysis for construction worker trips or for the construction phase of the Project. The Project's Traffic Analysis (provided as Appendix I to Appendix F of the Draft Focused EIR) was conducted in accordance with San Bernardino County's Traffic Impact Study Guidelines. Additionally, the VMT analysis in the Traffic Analysis concluded that the Project would have a less than significant impact related to VMT, as analyzed in Appendix F of the Draft Focused EIR.

The Project would have a less than significant impact regarding the GHG emissions from construction, as discussed in Appendix F of the Draft Focused EIR, pages 97 through 102. As indicated in Appendix B of Appendix F of the Draft Focused EIR, Table 9, the combined 30-year amortized construction GHG emissions for Phases I and II would be 602 metric tons of carbon dioxide-equivalents (MTCO2e; 93 and 509 MTCO2e, respectively). This would account for approximately 0.7 percent of all GHG emissions related to the Project, including operational emissions, which is approximately 85,987 MTCO2e (refer to Section 4.8: Greenhouse Gas Emissions of Appendix F, pages 97 through 102).

The commenter included a letter from Soil Water Air Protection Enterprise (SWAPE) dated March 8, 2021, which discusses GHG emissions associated with trip lengths for construction workers traveling to a job site. The SWAPE letter provided calculations for GHG emissions reductions resulting from local hire provisions being applied to the Project's construction. The SWAPE letter concludes that if a local hire provision with a 10-mile radius were implemented, the GHG emissions associated with Project construction would decrease by approximately 17 percent. However, the SWAPE letter, and the calculations provided, utilized data and information related to a different project in a separate jurisdiction, the Village South Specific Plan and City of Claremont, respectively. The SWAPE letter also uses CalEEMod 2016, while the current version available is CalEEMod 2022.1. The SWAPE letter also uses EMFAC2014 data, while EMFAC2021 is the latest. Therefore, the calculations do not pertain to the Project and are not based on the correct modeling. In comparison, the analysis provided in the Draft Focused EIR utilizes the most up to date and most relevant modeling for the Project.

Furthermore, the SWAPE letter states that it ran a model "reducing all worker trip lengths to 10 miles…" (page 4 of the SWAPE Letter). Thus, the SWAPE letter assumes that a local hire program would result in local residents comprising 100% of the project's construction workforce, while being located within 10 miles of the project site. In fact, most local hire programs are able to ensure that only a small percentage of construction workers reside locally. For example, the Community Workforce Agreement between the City of Moreno Valley and the construction workers union (CWA) governing public works contracts defines "Local Residents" as residing in the City of Moreno Valley or Riverside County. The CWA only requires that contractors use "best efforts" to hire local residents and sets a goal of 30 percent of the workforce be local residents. Accordingly, the commenter's suggestion that all construction workers live within 10 miles of the Project site is unrealistic.

Using the attainment of the 30 percent goal as an example of an existing local hire program and utilizing the SWAPE letter's assumption that 100 percent local resident workforce would reduce construction-related GHG emissions by 17 percent (and assuming the SWAPE letter's conclusions are transferrable to the Project), implementing a local hire program for the Project would result in a 5.1 percent reduction in construction-related GHG emissions (30 percent of 17 percent). This would represent a reduction of 15.81 MTCO2e of construction-related GHG emissions or approximately 0.018 percent of the Project's mitigated construction and operational mitigated emissions combined (85,987 MTCO2e of construction and operational GHG emissions). This would not constitute a significant reduction in GHG emissions and therefore the implementation of a local-hire provision as a mitigation measure would be ineffective in reducing GHG emissions. The City's "duty to condition project approval on incorporation of feasible mitigation measures only exists when such measures would 'substantially lessen' a significant environmental effect (Public Resources Code Section 21002; CEQA Guidelines, Section 15021, subd. [a][2]). Thus, the [City] need not, under CEQA, adopt every nickel and dime mitigation scheme brought to

its attention or proposed in the project EIR…" (San Franciscans For Reasonable Growth v. City and County of San Francisco [1989] 209 Cal.App.3d 1502.) Furthermore, it is quite possible that the 30 percent goal would not be attained and the reduction in GHG emissions could be substantially less. In addition, the local hire program would require extensive record-keeping and monitoring that would not be justified in light of the insignificant reduction in GHG emissions (i.e., the mitigation would not be roughly proportional to the impact as required by CEQA Guidelines Section 15126.4, subd. [a][4][A]–[B]). Therefore, no revisions to the Draft Focused EIR are required.

Response O2 – c

The commenter requests that the City require certain construction protocols to address the possibility of COVID-19 infections among construction worker during the construction process. This comment does not address the adequacy of the environmental analysis and/or document. This comment is noted for the record. In addition, at this time, COVID-19 public health restrictions on workplace activities functions have been repealed and are no longer in effect. If COVID-19 infections were to increase in severity, it is expected that applicable public health authorities would impose new restrictions and protocols for testing, distancing and other measures on construction sites to address these public health concerns. Therefore, no revisions to the Draft Focused EIR are required.

Response O2 – d

Comment noted for the record. This comment does not raise any substantive issues regarding the adequacy of the Draft Focused EIR. Therefore, no further response is needed.

Response O2 – e

Comment noted for the record. The commenter incorrectly states that the Draft Focused EIR fails to substantiate all of its conclusions to allow meaningful public review and comment, provide adequate mitigation measures, and fully assess all pertinent environmental factors – necessitating revision and recirculation of the Draft Focused EIR. The commenter has failed to identify any instances where the Draft Focused EIR contains insufficient information that precluded inadequate impact analysis. In accordance with State CEQA Guidelines Section 15168 (Title 14 of the California Code of Regulations [CCR]), this Draft Focused EIR (State Clearinghouse No. 2025060731) has been prepared as a "Program EIR", as this EIR addresses the proposed Project and is intended to cover anticipated future discretionary approvals. Pursuant to CEQA Guidelines Section 15183, the Project Applicant for Ownership Area 1 prepared a CEQA Guidelines Section 15183 Consistency Analysis, provided as Appendix F to the Draft Focused EIR, to document that the proposed Project is consistent with TOP 2050 and its associated TOP 2050 Supplemental EIR, and with the exception of potential impacts to biological resources and historic resources, the Project is adequately addressed in the prior EIR and does not represent a new or more severe significant impact that is "peculiar" to the Project, nor does it represent a new or more severe impact related to off-site infrastructure or cumulative impacts. The City serves as the applicant for Ownership Area 2. Therefore, this EIR is "focused" solely on the Project's potential to impact biological resources and historic resources.

Response O2 – f

CEQA Guidelines Section 15162(a) states that:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The Project is consistent with the City's TOP 2050 land use and zoning designations. The Project would not change the existing land use and zoning designations within TOP 2050, including the referenced property within Ownership Area 2; see the Project Specific Plan for additional information. The Project (Ownership Areas 1 and 2) consists of 22 planning areas accommodating a variety of land uses including residential, commercial/mixed-use, retail, office, parks and open space, and community facility components, and other similar uses that are compatible with the Project site's location and surrounding existing and proposed land uses. The Project Land Use Plan implements the vision of TOP 2050 by providing a designed natural open space framework, interacting with mixed retail and office centers which anchor traditional residential neighborhoods. The Land Use Plan identifies the location of the land use

designations for the Project site. The Project zoning via the Specific Plan mirrors TOP 2050 Land Use designations and is identified along the 22 planning areas (see Draft Focused EIR Figure 3 8: Land Use Plan). As such, the Project does not propose a substantial change in land use and density compared to those analyzed in the original TOP 2050 Supplemental EIR. Pursuant to CEQA Guidelines Section 15183(a), additional environmental review via the Focused EIR is only required for impacts that are: peculiar to the project or property; not previously analyzed as significant in the prior EIR (the TOP 2050 Supplemental EIR); or potentially significant off-site or cumulative impacts not discussed in the prior EIR.

In its recent 2024 decision in *Hilltop Group Inc. v. County of San Diego* (2024), California's Fourth District Court of Appeal clarified that CEQA Guidelines Section 15183 does not permit additional environmental review for project's consistent with and within the scope of the prior EIR (i.e., the TOP 2050 Supplemental EIR), except as necessary to determine whether a project will have significant effects that are peculiar to the project or the site that were not analyzed in the prior EIR and cannot be substantially mitigated by uniformly applied development policies or standards. Additionally, California Public Resources Code 21083.3(a) provides that:

(a) If a parcel has been zoned to accommodate a particular density of development or has been designated in a community plan to accommodate a particular density of development and an environmental impact report was certified for that zoning or planning action, the application of this division to the approval of any subdivision map or other project that is consistent with the zoning or community plan shall be limited to effects upon the environment which are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report, or which substantial new information shows will be more significant than described in the prior environmental impact report.

Pursuant to California Public Resources Code Section 21083.3(a), where peculiar impacts exist for the Project (i.e., historic resources and biological resources), a Focused EIR has been prepared. As such, new significant effects arising from conditions specific to the Project site are documented and analyzed in the Draft Focused EIR. The City has incorporated feasible mitigation measures to reduce impacts to Tier II historic and biological resources to the extent feasible; see Draft Focused EIR Section 4.2: Historic Resources for additional information.

Response O2 – g

CEQA Guidelines Section 15183 states:

(a) CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.

As stated by the commenter, "consistency" with an established general plan, as stipulated by CEQA Guidelines Section 15183, is explicitly defined as the proposed Project's density being the same or less than the standard expressed in the certified plan (i.e., TOP 2050). As described in Response O2 – f, the

Project is consistent with the development density established by the existing zoning and general plan land use set forth by TOP 2050. Refer to Draft Focused EIR Table 3-2: Maximum Project Buildout, which demonstrates that the Project, across 22 planning areas, could be developed at the maximum density envisioned by TOP 2050, which includes up to 4,293 residential dwelling units, 115,809 square feet of retail uses, and 135,110 square feet of offices uses. Additionally, the Project would aid the City in achieving its Regional Housing Needs Assessment goal for new residential dwelling units within the City (i.e., 20,854 additional housing units by 2029). Therefore, the Project is consistent with both TOP 2050 and the City's 2021-2029 Housing Element, which establishes the City's Regional Housing Needs Assessment target for 2021 to 2029.

Response O2 – h

CEQA Guidelines Section 15064.3(b)(4) states that: "A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's vehicle miles traveled, and may revise those estimates to reflect professional judgment based on substantial evidence." Consistent with City Guidelines, the efficiency metric VMT per service population has been adopted by the City of Ontario for transportation impact analysis.

Project impacts related to vehicle miles traveled (VMT) are assessed in Draft Focused EIR Appendix F: CEQA Guidelines Section 15183 Consistency Analysis, page 140, based on the findings of the Vehicle Miles Traveled Analysis (VMT Analysis), provided as Appendix I2 of Draft Focused EIR Appendix F. The Consistency Analysis includes an assessment of the Project's consistency with CEQA Guidelines Section 15064.3(b). Consistent with CEQA Guidelines Section 15064.3, the Project prepared a VMT Analysis that analyzes Project-related VMT consistent with City guidelines. The VMT Analysis determined that the cumulative effect on VMT with buildout of the Project would not exceed the City impact threshold of 27.6 VMT per service population. As such, the Project-generated VMT was estimated under baseline and buildout conditions and was found to be below the City's impact threshold. Therefore, a less than significant impact would occur regarding inconsistency with CEQA Guidelines Section 15064.3 (Appendix F, page 140). The TOP 2050 Supplemental EIR identified a significant and unavoidable impact for conflict with CEQA Guidelines Section 15064.3(b). Therefore, the Project-specific impacts to VMT are consistent with or lesser than those identified for the buildout of TOP 2050. Therefore, no changes to the Draft Focused EIR are required.

Response O2 – i

Refer to Response O2 – h, above. As discussed in the Project's Draft Focused EIR Appendix F, the Project would result in a less than significant VMT impact, consistent with the findings of TOP 2050's Supplemental EIR, which anticipated a significant and unavoidable VMT impact resulting from full buildout of the TOP 2050 Land Use Plan.

The Reduced Development Area Alternative is described in Draft Focused EIR Section 6.0 Alternatives. As described on Draft Focused EIR pages 6-11 through 6-12, the Reduced Development Area Alternative would reduce impacts of the proposed Project to historic and biological resources. However, the Reduced Density Alternative would fail to achieve certain Project objectives consistent with TOP 2050's Policy Plan,

including the provision for a "Comprehensive Circulation System for Multiple Modes of Travel," as the local street system envisioned by the proposed Project would not be achievable under this alternative (Draft Focused EIR page 6-12). The Reduced Development Area Alternative, intended to reduce the Project's anticipated significant and unavoidable impacts to historic resources, would prevent development within properties identified as having historic significance; refer to Draft Focused EIR page 6-8 through 6-9 for further information. Therefore, the Reduced Development Area Alternative would result in a Specific Plan configuration consisting of discontinuous parcels not conducive for local connectivity within the Specific Plan. Even though this alternative fails to fully support the TOP 2050 objective of designing a comprehensive circulation system for multiple modes of travel, this alternative has been identified as the "environmentally-superior alternative" pursuant to CEQA Guidelines Section 15126.6(e)(2), because it would result in lessened impacts to historic resources; refer to Draft Focused EIR page 6-15 for more information.

As described in Draft Focused EIR Section 6, CEQA does not require the lead agency (the City of Ontario) to choose the environmentally superior alternative. Instead, CEQA requires the City to consider environmentally superior alternatives, weigh those considerations against the environmental impacts of the proposed Project, and make findings that the benefits of those considerations outweigh the harm. "Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts" (State CEQA Guidelines Section 15126.6[c]). Therefore, the Reduced Development Area Alternative may not be considered due to its inability to achieve the Project's objectives and, by extension, TOP 2050 Policy Plan. Therefore, no changes to the Draft Focused EIR are required.

Response O2 – j

Comment noted for the record. The commenter incorrectly states that the Draft Focused EIR contains deficient and insufficient analysis concerning significant environmental impacts, specifically those related to Biological Resources and Historic Resources; continuing to claim that the analysis of the Project's impacts to Biological Resources is fundamentally flawed, suffering from various analytical shortcomings, limitations, and overall inadequacy due to the incomplete evaluation of "Ownership Area 2," resulting in a conclusion of "significant and unavoidable" impacts for that portion of the site.

As discussed in Draft Focused EIR Section 4.1: Biological Resources, Ownership Area 2 is being evaluated only at a programmatic level, and there are no specific development proposals at this time. This Focused EIR evaluates Ownership Area 2 at a "programmatic" level, representing the potential future developments in Planning Areas 1 through 4 and 6. Planning Areas within Ownership Area 2 do not propose any development at this time. Therefore, these Planning Areas would be developed at a future date. Upon commencement of a project-level CEQA review for Ownership Area 2, a focused biological resources assessment and site reconnaissance survey would be conducted for this area, determining the project's potential impacts. Any focused surveys and required mitigation measures would be implemented prior to project approval and construction initiation. Future development would modify the existing habitat when Ownership Area 2 is completed; however, impacts on sensitive species due to habitat modifications would be minimized with mitigation incorporated along with compliance with applicable plans, policies and programs, including the Project Specific Plan and TOP 2050. Furthermore,

the Project zoning mirrors the existing TOP 2050 land use designations for the Project site and is therefore consistent with TOP 2050 findings.

At the time of the project-level CEQA analysis and associated biological resources assessment of Ownership Area 2, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the State CEQA Guidelines. This determination would be made by City staff at the time of future Ownership Area 2 site-specific development applications.

In accordance with State CEQA Guidelines Section 15064, the Draft Focused EIR determines the significance of impacts based on substantial evidence in the record. Where the analysis concluded that impacts would be significant, the Draft Focused EIR identified feasible mitigation measures pursuant to CEQA Guidelines Section 15126.4 to avoid or substantially lessen those impacts. After incorporation of all feasible mitigation measures, the Draft Focused EIR determined that biological resources impacts for Ownership Area 2 would remain significant and unavoidable, as impacts within Ownership Area 2 are not fully known until the time of project-level analysis. Pursuant to State CEQA Guidelines Section 15144, the determination of significant and unavoidable impacts for biological resources in the Draft Focused EIR reflects a good-faith, reasoned analysis based on available information at the time of preparation. The Draft Focused EIR evaluates impacts at a level of detail, commensurate with the Project's programmatic nature and incorporates mitigation measures where feasible. Where mitigation cannot feasibly reduce impacts to a less-than-significant level, the Draft Focused EIR discloses that conclusion.

The City as the Lead Agency may approve a project with unavoidable significant impacts upon adoption of a Statement of Overriding Considerations supported by substantial evidence.

Response O2 – k

Commented noted for the record. The commenter incorrectly states that the Draft Focused EIR's analysis concerning historic resources is fatally flawed and lacks necessary depth; continuing that the document fails to provide the robust evidence and detailed discussion necessary to establish that the Project's impacts to Historic Resources will be appropriately identified and minimized. The City disagrees with these assertions. In accordance with State CEQA Guidelines Section 15064, the Draft Focused EIR determines the significance of impacts based on substantial evidence in the record. Where the analysis concluded that impacts would be significant, the Draft Focused EIR identified feasible mitigation measures pursuant to CEQA Guidelines Section 15126.4 to avoid or substantially lessen those impacts for historic resources. After incorporation of all feasible mitigation measures, the Draft Focused EIR determined that historic resources impacts would remain significant and unavoidable given that the resources would be either relocated or, if relocation proves infeasible, demolished. Pursuant to State CEQA Guidelines Section 15144, the determination of significant and unavoidable impacts for historic resources in the Draft Focused EIR reflects a good-faith, reasoned analysis based on available information at the time of preparation. The Draft Focused EIR evaluates impacts at a level of detail, commensurate with the Project's programmatic nature and incorporates mitigation measures where feasible. Where mitigation cannot feasibly reduce impacts to a less-than-significant level, the Draft Focused EIR discloses that conclusion. See Draft Focused EIR Section 4.2: Historic Resources and Appendix F: CEQA Guidelines 15183 Consistency Analysis of the Draft Focused EIR for further discussion.

The City as the Lead Agency may approve the project upon adoption of a Statement of Overriding Considerations supported by substantial evidence.

Response O2 – l

See Response O2 – j and O2 – k, above. Public Resources Code Sections 21002 and 21002.1(b) establish that agencies must mitigate or avoid significant environmental effects where feasible. Similarly, State CEQA Guidelines Section 15126.4(a)(1) requires an EIR to describe feasible mitigation measures that could minimize significant adverse impacts. The standard is one of feasibility and substantial evidence—not elimination of all impacts. Where the analysis concluded that impacts would be significant, the Draft Focused EIR identified feasible mitigation measures pursuant to CEQA Guidelines Section 15126.4 to avoid or substantially lessen those impacts for biological and historic resources. After incorporation of all feasible mitigation measures, the Draft Focused EIR determined that biological and historic resources impacts would remain significant and unavoidable. State CEQA Guidelines Section 15126.2(b) requires disclosure of significant effects that cannot be avoided if the project is implemented. Where impacts remain significant and unavoidable after adoption of all feasible mitigation, State CEQA Guidelines Section 15093 authorizes the decision-making body to adopt a Statement of Overriding Considerations.

The existence of significant and unavoidable impacts does not demonstrate that mitigation is ineffective or legally deficient. Rather, it reflects that the Lead Agency has applied all feasible mitigation measures and reduced impacts to the greatest extent feasible, consistent with State CEQA Guidelines.

Response O2 – m

Comment noted for the record. The commenter asserts that the Draft Focused EIR failed to identify and analyze all viable and feasible mitigation measures for the Project's impacts to biological and historic resources. See Response O2 – l above. Substantial evidence is provided on Draft Focused EIR pages 4.1-13 through 4.1-16 to support the finding that no feasible mitigation measures were identified to substantially lessen the Project's significant impacts related to biological and historic resources to a less-than-significant level.

Response O2 – n

This comment summarizes the comments discussed above and does not raise a significant environmental issue or concerns about the adequacy of the Draft Focused EIR. As such, no further response is necessary.

Comment Letter O3 – Southern California Edison

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

Sent via electronic mail to rtorres@ontarioca.gov

February 17, 2026

Rafael Torres
Assistant Planner
City of Ontario Planning Department
303 East B Street
Ontario CA 91764

RE: CenterPark Specific Plan Project

Dear Mr. Torres:

Southern California Edison (SCE) is pleased to submit the following comments on the Notice of Availability of a Draft Focused Environmental Impact Report for the CenterPark Specific Plan Project (Proposed Project). The City of Ontario proposes a Specific Plan to allow the development of up to 250.919 square feet of commercial retail/office uses, up to 4,293 residential units across medium density and mixed-use residential uses, 67.26 acres of open space parkland/non-recreational uses and associated on-site and off-site infrastructure improvements on 29 parcels in the southwestern portion of the City.

SCE's Electrical Facilities
SCE provides electrical service to the City of Ontario and maintains electrical transmission and distribution facilities, as well as substations and supporting appurtenances in the City of Ontario.

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Method of Service
SCE understands the Project developer will place all new and existing electrical lines within the Project site underground per City of Ontario requirements and in accordance with the City of Ontario undergrounding Ordinances.

In order to determine electrical infrastructure necessary to support the Proposed Project, the project proponent must submit a signed Method of Service agreement to SCE and pay engineering fees for an electric service study to be completed. Infrastructure necessary to support this project is subject to the licensing and permitting authority of the CPUC.

Service requests are handled online:

Building, Renovation and Planning Projects

For other existing service requests, including removal of SCE equipment, call: 1.800.655.4555.

SCE appreciates the opportunity to comment on the CenterPark Specific Plan Projec and looks forward to working and collaborating with the City. If you have any questions regarding this letter, please contact me at stevi.luevano@sce.com or 661.751.7453.

b

Regards,

Stevi N Luevano

Third Party Environmental Reviews
Major Projects Division, EHSQ
Southern California Edison
2244 Walnut Grove
Rosemead CA 91770

Responses to Comment Letter O3 – Southern California Edison

Response O3 – a

Comment noted for the record. This comment does not raise any substantive issues regarding the adequacy of the Draft Focused EIR. The commenter requests to be included on the noticing list for all future notices referring or related to the Project related to CEQA and the California Planning and Zoning Law. The commenter has been added to the noticing and mailing list.

Response O3 – b

Comment noted for the record. The commenter states that the project proponent must submit a signed Method of Service agreement to SCE and pay engineering fees for an electric service study to be completed. This comment does not raise any substantive issues regarding the adequacy of the Draft Focused EIR. Therefore, no further response is required.

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Section 3.0 Errata to the Draft Focused EIR

3.1 INTRODUCTION TO THE ERRATA

In accordance with the CEQA Guidelines Section 15132 (a), this section of the Final Focused EIR provides changes to the Draft Focused EIR that have been made to clarify, correct, or supplement the information provided in that document. This section contains revisions to the Draft Focused EIR based upon (1) additional or revised information required to prepare a response to a specific comment; (2) applicable updated information that was not available at the time of Draft Focused EIR publication; and/or (3) typographical errors. This section also includes additional mitigation measures to fully respond to commenter concerns as well as provide additional clarification to mitigation requirements included in the Draft Focused EIR.

These changes and additions are due to recognition of inadvertent errors or omissions, and to respond to comments received on the Draft Focused EIR during the public review period. The changes described in this section do not add significant new information to the Draft Focused EIR that would require recirculation of the Draft Focused EIR. More specifically, CEQA requires recirculation of a Draft Focused EIR only when "significant new information" is added to a Draft Focused EIR after public notice of the availability of the Draft Focused EIR has occurred (refer to California Public Resources Code [PRC] Section 21092.1 and CEQA Guidelines Section 15088.5), but before the EIR is certified. Section 15088.5 of the CEQA Guidelines specifically states:

New information added to an EIR is not 'significant' unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. 'Significant new information' requiring recirculation includes, for example, a disclosure showing that:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted to reduce the impact to a level of insignificance.
- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.
- The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

CEQA Guidelines Section 15088.5 also provides that "[re]circulation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR... A decision not to recirculate an EIR must be supported by substantial evidence in the administrative record." As demonstrated in this Final Focused EIR, the changes presented in this section do not constitute new significant information warranting recirculation of the Draft Focused EIR as set forth

in CEQA Guidelines Section 15088.5. Rather, the Draft Focused EIR is comprehensive and has been prepared in accordance with CEQA.

As explained below, none of the changes adds any new significant information and recirculation is not required.

The responses to comments contain material and revisions that will be added to the text of the Final Focused EIR. City of Ontario staff has reviewed this material and determined that none of this material constitutes the type of significant new information that requires recirculation of the Draft Focused EIR for further public comment under CEQA Guidelines Section 15088.5. None of this new material indicates that the Project will result in a significant new environmental impact not previously disclosed or analyzed in the Draft Focused EIR. Additionally, none of this material indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in Section 15088.5.

Changes to the Draft Focused EIR are listed by Section, page, paragraph, etc. to best guide the reader to the revision. Changes are identified as follows:

- Deletions are indicated by ~~strikeout text.~~
- Additions are indicated by <u>underline text.</u>

3.1 CHANGES TO THE DRAFT FOCUSED EIR

The following text has been revised in response to comments received on the Draft Focused EIR.

Section 2.0 Introduction

1. Table 2-1: NOP Written Comments Summary

Table 2-1: NOP Written Comments Summary

Commenting Agency/Person	Letter Dated	Summary of Comments	Issue Addressed in:
Southern California Gas Company (SoCal Gas) SE Region	6/26/2025	• No issues	No response required.
South Coast Air Quality Management District	7/9/2025	• No issues	No response required.
California Department of Conservation	7/10/2025	• Potential impact from loss or conversion of farmland	Not applicable to Historic Resources*
Southern California Association of Governments	7/10/2025	• No issues	No response required.
City of Eastvale	7/14/2025	• Potential roadway and intersection traffic impacts	Not applicable to Historic Resources *
California Department of Fish and Wildlife	7/15/2025	• Potential impacts to burrowing owl habitat	<u>Refer to Section 4.1: Biological Resources</u> ~~Not applicable to Historic Resources*~~
SoCal Gas No Conflict	7/28/2025	• No issues	No response required.

**As discussed above, the City determined that, other than biological resources and historic resources, all other environmental issue areas were adequately addressed in the City's TOP EIR, pursuant to CEQA Guidelines Section 15183.*

Section 4.1 Biological Resources

1. Table 4.1-2 on pages 4.1-6 through 4.1-10 is revised as follows:

Table Error! No text of specified style in document.**-2: Special-Status Wildlife Species Potentially Occurring in the Site Vicinity**

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Invertebrates				
Crotch's bumble bee (*Bombus crotchii*)	--	SC	Inhabits grasslands and shrublands and requires a hotter and drier environment than other bumblebee species.	**No Potential:** Not expected to occur on-site based on lack of suitable food sources and heavily disturbed conditions.
Delhi Sands flower-loving fly (*Rhaphiomidas terminatus abdominalis*)	FE	--	Restricted to Delhi sand formations in Riverside and San Bernardino Counties.	**Low Potential.** The Delhi Sands flower-loving fly is not expected to occur on-site based on the historic and ongoing impacts to the Project site respective of active dairy and agricultural use. However, approximately 19-acres of the eastern region of the Project site and Ownership Area 2 are mapped as Delhi soils.
Reptiles and Amphibians				
Western spadefoot (*Spea hammondii*)		SSC	Primary habitat for this species includes suitable breeding habitat below 1500 meters (i.e., vernal pools or other standing water that is free of exotic species) with secondary habitats including adjacent chaparral, sage scrub, grassland, and alluvial scrub habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed soils and continuous dairy and agricultural activities conducted.
Southern California legless lizard (*Anniella stebbinsi*)		SSC	Broadleaved upland forest, chaparral, coastal dunes, and coastal scrub. Occurs in sandy or loose loamy soils under sparse vegetation, generally in moist, loose soil.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
California glossy snake (*Arizona elegans occidentalis*)		SSC	Generalist reported from a range of scrub and grassland habitats, often with loose or sandy soils.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Coastal western whiptail (*Aspidoscelis tigris stejnegeri*)		SSC	The coastal western whiptail occurs in a wide variety of habitats including coastal sage scrub, desert scrub, Riversidean alluvial fan scrub, woodlands, grasslands, playas, and respective ecotones between these habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation **or soils.**
San Bernardino ringneck snake (*Diadophis punctatus modestus*)	--	--	Chaparral, coastal sage scrub, grassland, riparian, and woodlands.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Western pond turtle (*Actinemys marmorata*)	--	SSC	The western pond turtle inhabits slow moving permanent or intermittent	**Not Detected.** Not expected to occur on-site based on a lack of suitable

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
			streams, small ponds, small lakes, reservoirs, abandoned gravel pits, permanent and ephemeral shallow wetlands, stock ponds, and sewage treatment lagoons.	undisturbed basking sites and permanent water.
Coast horned lizard (*Phrynosoma blainvillii*)	--	SSC	Open areas of sandy soil with coastal sage scrub, chaparral, grassland, riparian, and washes and watercourses.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Coast patch-nosed snake (*Salvadora hexalepis virgultea*)	--	SSC	The coast patch-nosed snake prefers brushy coastal sage scrub/ chaparral habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Two-striped gartersnake (*Thamnophis hammondii*)	--	SSC	Marsh and swamp, riparian scrub, riparian woodland, and wetland. Highly aquatic, found in or near permanent fresh water. Often along streams with rocky beds and riparian growth.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation, soils or permanent water.
Birds				
Cooper's hawk (*Accipiter cooperii*)	--	SSC	Cooper's hawk is most commonly found within or adjacent to riparian/oak forest and woodland habitats. This uncommon resident of California increases in numbers during winter migration.	**Low Potential –** May occasionally forage on-site and breed within the mature Eucalyptus trees**.**
Sharp-shinned hawk (*Accipiter striatus*)	--	CWL	Potential habitat for the sharp-shinned hawk includes montane coniferous forest for potential breeding areas and riparian scrub, woodland, and forest habitat, oak woodland and forest, chaparral, coastal sage scrub, desert scrub, and Riversidean alluvial fan sage scrub for foraging.	**Low Potential –** May occasionally forage on-site.
Tri-colored blackbird (*Agelaius tricolor*)	--	ST/SSC	Marshes and grasslands. Breeding colonies require nearby water, nesting substrate, and foraging habitat of grassland, woodland, or agricultural cropland.	**No Potential.** Not expected to occur on-site based on a lack of nesting habitat (cattail, rushes, and willows) within or adjacent to the Project site.
Golden eagle (*Aquila chrysaetos*)	--	CWL, SFP	Within southern California, the species prefers grasslands, brushlands (coastal sage scrub and chaparral), deserts, oak savannas, open coniferous forests, and montane valleys.	**Low Potential –** May occasionally forage on-site.
Great egret (*Ardea alba*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential –** Expected to occasionally forage on-site but not breed.
Great blue heron (*Ardea herodias*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential –** Expected to occasionally forage on-site but not breed.
Burrowing owl (*Athene cunicularia*)	--	~~SSC~~SC	The burrowing owl uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, desert scrub habitats. Some breeding burrowing owls are year-round residents and additional individuals from the north may winter throughout the region.	**Moderate Potential –** Suitable burrows larger than 4 inches in diameter and foraging habitat documented within the fallow fields on-site.
Ferruginous hawk (*Buteo regalis*)	--	CWL	Grasslands and other open terrain of the plains and foothills. Wintering species. Primarily open fields with low vegetation.	**Low Potential –** May occasionally forage on-site.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Swainson's hawk (*Buteo swainsoni*)	--	ST	Grasslands and other open terrain.	**Low Potential –** May occasionally forage on-site.
Mountain plover (*Charadrius montanus*)	--	SSC	Dry upland prairies and plains, semidesert, bare dirt fields.	**No Potential**. Not expected to occur on-site based on a lack of suitable undisturbed vegetation.
Northern harrier (*Circus cyaneus*)	--	SSC	The northern harrier frequents open wetlands, wet/lightly grazed pastures, fields, dry uplands/prairies, mesic grasslands, drained marshlands, croplands, meadows, grasslands, open rangelands, fresh and saltwater emergent wetlands.	**High Potential.** Observed adjacent to and on-site during previous surveys of adjacent properties in 2022.
Western yellow-billed cuckoo (*Coccyzus americanus occidentalis*)	FT	SE	Riparian. Uncommon to rare summer resident of valley foothill and desert riparian habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed riparian scrub, forest or woodland vegetation.
Snowy egret (*Egretta thula*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential –** Expected to occasionally forage on-site but not breed.
White-tailed kite (*Elanus leucurus*)	--	SFP	The white-tailed kite is found in riparian, oak woodlands adjacent to large open spaces including grasslands, wetlands, savannahs and agricultural fields. This non-migratory bird species occurs throughout the lower elevations of California and commonly nests in coast live oaks.	**Low Potential –** May occasionally forage on-site.
California horned lark (*Eremophila alpestris actia*)	--	CWL	Variety of open habitats, usually where trees and large shrubs are absent.	**Moderate Potential –** Expected to occasionally forage and breed on-site.
Merlin (*Falco columbarius*)	--	CWL	Grasslands, coastal sage scrub and estuaries, windrows, open fields.	**Low Potential –** May occasionally forage on-site.
Prairie falcon (*Falco mexicanus*)	--	CWL	Habitat use of the prairie falcon includes annual grasslands to alpine meadows. The prairie falcon is associated primarily with perennial grasslands, savannahs, rangeland, some agricultural fields during the winter season, and desert scrub areas, all typically dry environments of western North American where there are cliffs or bluffs. for nest sites.	**Low Potential –** May occasionally forage on-site.
American peregrine falcon (*Falco peregrinus anatum*)	--	SFP	Throughout the species' range, peregrine falcons are found in a large variety of open habitats, including tundra, marshes, seacoasts, savannahs and high mountains.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation.
Loggerhead shrike (*Lanius ludovicianus*)	--	SSC	This species of shrike hunts in open or grassy areas and nests in large chaparral shrubs such as ceanothus and lemonade berry.	**Low Potential –** May occasionally forage on-site.
California gull (*Larus californicus*)	--	CWL	Nearly all types of fresh and salt water, cropland, landfills, refuse areas, open lawns.	**Moderate Potential –** Expected to occasionally forage on-site.
California black rail (*Laterallus jamaicensis coturniculus*)	--	ST/SFP	Brackish marsh, freshwater marsh, marsh and swamp, salt marsh, wetland. Inhabits freshwater marshes, wet	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
			meadows and shallow margins of saltwater marshes bordering large bays.	
Long-billed curlew (*Numenius americanus*)	--	CWL	Coastal estuaries, upland herbaceous areas, croplands, wet areas, open fields, shores of open water.	**Moderate Potential –** Expected to occasionally forage on-site.
Double-crested cormorant (*Nannopterum auritum*)	--	CWL	Lakes, fresh, salt, and estuarine waters.	**Moderate Potential –** Expected to occasionally forage on-site.
White-faced ibis (*Plegadis chihi*)	--	CWL	Freshwater marshes and brackish areas.	**High Potential.** Observed adjacent to and on-site during previous surveys of adjacent properties in 2022.
Coastal California gnatcatcher (*Polioptila californica californica*)	FT	SSC	The coastal California gnatcatcher is a nonmigratory bird species that primarily occurs within sage scrub habitats in coastal southern California dominated by California sagebrush.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including coastal sage scrub and associations.
Mammals				
Pallid bat (*Antrozous pallidus*)	--	SSC	Chaparral, coastal scrub, desert wash, Great Basin grassland, Great Basin scrub, Mojavean desert scrub, riparian woodland, Sonoran desert scrub, upper montane coniferous forest, and valley and foothill grassland. Oak and grassland ecotones. Prefers foraging in the open. Roosts in attics or rock cracks; in the open, near foliage at night.	**Low Potential.** Expected to occasionally forage on-site
Northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*)	--	~~--SSC~~	The northwestern San Diego pocket mouse occurs in coastal sage, upland sage scrubs, and alluvial fan sage scrub, sage scrub/grassland ecotones, chaparral, and desert scrubs at all elevations up to 6,000 feet.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including coastal sage scrub and associations.
Townsend's big-eared bat (*Corynorhinus townsendii*)	--	SSC	A wide variety of habitats including woodlands and arid grasslands. Roosts in mines and caves.	**Low Potential.** Expected to occasionally forage on-site.
San Bernardino kangaroo rat (*Dipodomys merriami parvus*)	FE	SE~~SSC~~	Prefers alluvial scrub, coastal sage scrub habitats with sandy and gravelly substrates.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including Riversidean alluvial fan sage scrub and associations.
Stephens' kangaroo rat (*Dipodomys stephensi*)	FT~~FE~~	ST	The Stephens' kangaroo rat is found almost exclusively in open grasslands or sparse shrublands with cover of less than 50 percent during the summer.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western mastiff bat (*Eumops perotis californicus*)	--	SSC	Roosts in rocky areas and forages in grassland, shrublands, and woodlands.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western yellow bat (*Lasiurus xanthinus*)	--	SSC	Roosts in the skirts of palm trees and forages in adjacent habitats.	**Low Potential.** Scattered palm trees representing potential roosting habitat documented within the central region on-site.
San Diego black-tailed jackrabbit (*Lepus californicus bennettii*)	--	~~--SSC~~	The San Diego blacktailed jackrabbit in open habitats, primarily including grasslands, sage scrub, alluvial fan sage scrub, and Great Basin sage scrub.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Western small-footed myotis *(Myotis ciliolabrum*)	--	--	Feeds among trees or over brush. Roosts in caves, mines, and in cliff or rock openings.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Yuma myotis (*Myotis yumanensis*)	--	--	Water and wooded canyon bottoms. Roosts in caves and abandoned buildings.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
San Diego desert woodrat (*Neotoma lepida intermedia*)	--	SSC	Riversidean and coastal sage scrub, chaparral and nonnative grasslands. Shrub and desert habitats, primarily associated with rock outcroppings, boulders, cacti, or areas of dense undergrowth.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Pocketed free-tailed bat (*Nyctinomops femorosaccus*)	--	SSC	Desert habitats. Roosts in rock crevices in cliffs.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Big free-tailed bat (*Nyctinomops macrotis*)	--	SSC	Desert habitats. Roosts in rock crevices in cliffs.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Los Angeles pocket mouse (*Perognathus longimembris brevinasus*)		SSC	Low elevation grassland alluvial sage scrub and coastal sage scrub habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Federal (USFWS) Protection and Classification FE – Federally Endangered FT – Federally Threatened FC – Federal Candidate for Listing			***State (CDFW) Protection and Classification*** SE – State Endangered SSC – State Species of Special Concern CWL – California Watch List SFP – State Fully Protected SC – State Candidate for Listing	
Source: Cadre Environmental. 2024. *Biological Resources Technical Report Center Park Specific Plan City of Ontario, California*, page 29-37. (**Appendix C1**).				

2. Draft Focused EIR Section 4.1.3.: Regulatory Setting on pages 4.1-13 and 4.1-14 has been revised as follows:

California Endangered Species Act

The California Endangered Species Act (CESA), enacted in 1970 and amended in 1984, is a California law that conserves and protects plant and animal species at risk of extinction. It generally parallels the main provisions of the FESA and is administered by the CDFW. Plant and animal species may be designated, threatened or endangered under CESA after a formal listing process by the CFGC. With already approximately 250 species currently listed, a CESA-listed species, or any part or product of the plant or animal, may not be imported into the state, exported out of the state, "taken" (i.e., killed), possessed, purchased, or sold without proper authorization. Implementation of CESA has reduced and avoided impacts to California's most imperiled plants, ~~and~~ animals, and invertebrates, has protected hundreds of thousands of acres of vital habitat, and has led to a greater scientific understanding of California's incredible biodiversity. Candidate species may be afforded temporary protection as though they were already listed as threatened or endangered at the discretion of the Fish and Game Commission. ~~Unlike the FESA, CESA does not include listing provisions for invertebrate species.~~ Under certain conditions and if the take is incidental to otherwise lawful activities, CESA has provisions for take through Incidental Take Permits (ITP) or memorandum of understanding (MOU). In addition, some sensitive mammals and birds

are protected by the state as "fully protected species." California "species of special concern" are species designated as vulnerable to extinction due to declining population levels, limited ranges, and/or continuing threats. This list is primarily a working document for the CDFW's California Natural Diversity Database (CNDDB), which maintains a record of known and recorded occurrences of sensitive species. Informally listed taxa are not protected per se but warrant consideration in the preparation of biological resources assessments.

3. Draft Focused EIR Section 4.1.4: Impact Thresholds and Significance Criteria page 4.1-18 has been revised as follows:

Burrowing Owl Survey

The BUOW (SC~~SSC~~) uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, and desert scrub habitats. The consultant concluded there would be a moderate potential for BUOW within the Project site. Suitable habitat including burrows larger than 4-inches in diameter, which is suitable habitat for the BUOW, was observed within the Project site.

4. Draft Focused EIR Section 4.1.6: Impact and Mitigation Measures pages 4.1-20 and 4.1-21 has been revised as follows:

Within Ownership Area 1, suitable foraging and/or nesting habitat for the Cooper's hawk (SSC), sharp-shinned hawk (CWL), golden eagle (CWL, SFP), great egret (Nesting Colony), great blue heron (Nesting Colony), Burrowing owl (SC~~SSC~~), ferruginous hawk (CWL), Swainson's hawk (ST), snowy egret (Nesting colony), white-tailed kite (SFP), California horned lark (CWL), merlin (CWL), prairie falcon (CWL), loggerhead shrike (SSC), California gull (CWL), long-billed curlew (CWL), and double crested cormorant (CWL) was observed within the agricultural fields and the artificially created unvegetated dairy effluent retention ponds. Additionally, suitable habitat for breeding was documented within the Project site for Cooper's hawk (SSC) and California horned lark (CWL). As stated in *Section 4.1.3: Regulatory Setting*, the City has approved a Memorandum of Agreement with Inland Empire Resource Conservation District to administer the Greater Prado Basin Habitat Conservation Program and associated Ontario Ranch Habitat Mitigation Fees. Consequently, the Project would adhere to the required Ontario Ranch development impact fees which include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. These paid mitigation fees would then be collected by the City and be deposited into a trust fund to use for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. Additionally, **MM BIO-2** would require a qualified biologist to conduct a nesting bird survey(s) to be reviewed by the City to reduce impacts to nesting birds to less than significant levels. Therefore, implementation of **MM BIO-2** would reduce potential impacts to these species to less than significant levels.

5. Draft Focused EIR Section 4.1.6: Impact and Mitigation Measures pages 4.1-21 and 4.1-22 has been revised as follows:

Burrowing Owl

BUOW is a CDFW Candidate species pursuant to CESA ~~Species of Special Concern~~. The BUOW uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, and desert scrub habitats. The BUOW (low-occurrence potential) often occur in less than optimal and/or disturbed

conditions. Suitable burrows larger than 4 inches in diameter and foraging habitat for the BUOW were documented within and adjacent to the east of Ownership Area 1. However, despite the fact that the site has been exposed to long-standing disturbances, suitable BUOW habitat, including burrows larger than 4-inches in diameter, was observed within the fallow fields on Ownership Area 1. Although there is suitable BUOW habitat, potential impacts to refugia, nesting, and foraging habitat for this species would be mitigated to a level of less than significant following implementation of **MM BIO-4**, which would ensure BUOW surveys are completed prior to construction. **MM BIO-4** would implement focused and preconstruction surveys to ensure potential impacts to refugia, nesting, and foraging habitat for the BUOW would be reduced to less than significant levels. Upon arrival at the survey area and prior to initiating the walking surveys, the biologist would use binoculars and/or spotting scope to scan suitable habitat. A total of four surveys would be conducted with at least one site visit between February 15th and April 15th, and a minimum of three surveys at least three weeks apart between April 15th and July 15th. Furthermore, one site visit would occur after June 15th.

6. Mitigation Measure MM BIO-4 on pages 4.1-24 and 4.1-25 has been revised as follows:

MM BIO-4 **Focused and Preconstruction Burrowing Owl Surveys.** Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2012~~2022~~, CDFW staff report on Burrowing Owl Mitigation prior to vegetation removal or ground-disturbing activities for all phases of Project construction. Specifically, a total of four (4) surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. The Designated Biologist shall provide CDFW a GIS or KMZ map of BUOW burrow complex(es) and atypical burrows (e.g. culverts, buckled concrete, etc.) The map shall be at a scale of 1:24,000 or finer to show details and shall show locations of all BUOW sightings and labeled if sightings were potential burrows, occupied burrows, satellite burrows, areas of concentrated burrows, and BUOW sign. Locations documented by use of GPS coordinates must be collected in NAD83 datum. The map shall include an outline of the Project Site, a title, north arrow, scale bar, and legend.

A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities.

~~If burrowing owls are detected on-site during the focused surveys or 14-day preconstruction survey efforts, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active burrows until a qualified biologist has confirmed that nesting efforts are complete or not initiated. In addition to monitoring breeding activity, if construction is proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl relocation plan will be developed and approved by the City of Ontario, CDFW and USFWS.~~

If burrowing owl occupancy is confirmed, and if Project activities may impact burrowing owl, including burrow exclusion and closure, the Project Proponent shall begin early coordination with CDFW for appropriate CESA authorization (i.e., Incidental Take Permit (ITP) under Fish and Game Code section 2081) prior to commencement of Project activities. The ITP application shall describe, at a minimum, project activities and equipment, proposed avoidance/buffers, temporary and permanent impacts, monitoring, relocation and/or translocation, and minimization and compensatory mitigation actions. ITP compensatory mitigation will be fulfilled by one or more of following options: 1) Permittee- responsible mitigation land acquisition or 2) Conservation or Mitigation Bank credits (if available).

Attachment A

Mitigation Monitoring and Reporting Program

CenterPark Specific Plan Project

SECTION 1: AUTHORITY

This environmental Mitigation Monitoring and Reporting Program (Program) has been prepared pursuant to Section 21081.6 of the *California Environmental Quality Act* (CEQA) (Public Resources Code Section 21000 et seq.), and CEQA Guidelines (14 Cal. Code Regs. Section 15000 et seq.) Sections 15091(d) and 15097, to ensure implementation of and provide for the monitoring of mitigation measures required of the CenterPark Specific Plan Project (Project), as set forth in the Focused Environmental Impact Report (FEIR) prepared for the Project. This report will be kept on file in the offices of the CEQA Lead Agency, the City of Ontario (City).

As noted in the FEIR, the Project has been designed to avoid sensitive resources, as reflected in Project design plans and in Project Design Features. The Draft FEIR also addresses the potential environmental impacts of the Project, and, where appropriate, recommends mitigation measures to avoid or substantially lessen significant environmental impacts. The Program detailed in the matrix table below is designed to monitor and ensure implementation of all mitigation measures that are adopted for the Project.

The City is the Lead Agency for the Project and assumes ultimate enforcement responsibilities for implementation of all mitigation measures listed in this Program. The City may assign responsibility for implementation or monitoring to appropriate designees such as a construction manager or third-party monitor. However, as the Lead Agency, the City remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with this Program. In some cases, the City is required to secure permits or approvals from third-party agencies in order to implement a mitigation measure. In these cases, the City is responsible for verifying that such permits or approvals have been obtained in accordance with the conditions stipulated in the mitigation measure. The City's existing planning, engineering, operations, and procurement review and inspection processes will be used as the basic foundation for the Program procedures and will also serve to provide the documentation for the reporting program.

SECTION 2: MONITORING SCHEDULE

Prior to construction, while detailed design plans are being prepared by City staff or its agents, City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the Project construction, development, and design phases. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of City staff, who shall prepare or cause to be prepared periodic monitoring reports as appropriate. Regulatory agencies will have to harmonize CEQA mitigation with regulatory permit conditions and monitoring/reporting as part of the regulatory permitting process and will likely require submittal of formal monitoring reports. Once construction has been completed, the City will monitor the project as specified in the mitigation measures or as otherwise deemed necessary. At minimum, the City will prepare a mitigation monitoring status report prior to commencing construction, prior to commencing operations, within 90 days of commencing operations, and following completion of the first full year of operations.

SECTION 3: SUPPORT DOCUMENTATION

Findings and related documentation supporting the findings involving modifications to mitigation measures shall be maintained in the Project file with the Mitigation Monitoring and Reporting Program and shall be made available to the public upon request.

SECTION 4: FORMAT OF MITIGATION MONITORING MATRIX

The mitigation monitoring matrix on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the time frame for monitoring, and the responsible implementation and monitoring agencies.

SECTION 5: DEFINITIONS

The following list provides definitions for acronyms used in the mitigation monitoring and reporting program.

Acronyms/Abbreviation	***Description***
AMP	Archaeological Monitoring Plan
AQ	Air Quality
AQMD	Air Quality Management District
BIO	Biological Resources
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CFGC	California Fish and Game Code
City	City of Ontario
County	County of San Bernardino
CUL	Cultural Resources
DSFLF	Delhi Sands Flower-Loving Fly
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
HABS	Historic American Buildings Survey
HAER	Historic American Engineering Record
MC	Municipal Code
MM	Mitigation Measure
PPV	Peak Particle Velocity
SCAQMD	South Coast Air Quality Management District
State	State of California
TCR	Tribal Cultural Resources
USFWS	United States Fish and Wildlife Service
VOC	Volatile Organic Compound

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
AIR QUALITY				
MM 3-1: Prior to discretionary approval by the City of Ontario for development projects subject to CEQA (California Environmental Quality Act) review (i.e., nonexempt projects), project applicants shall prepare and submit a technical assessment evaluating potential project construction-related air quality impacts to the City of Ontario Planning Department for review and approval. The evaluation shall be prepared in conformance with South Coast Air Quality Management District (South Coast AQMD) methodology for assessing air quality impacts. If construction-related criteria air pollutants are determined to have the potential to exceed the South Coast AQMD–adopted thresholds of significance, The City of Ontario Building Department shall require feasible mitigation measures to reduce air quality emissions. Potential measures shall be incorporated as conditions of approval for a project and may include: • Require fugitive dust control measures that exceed South Coast Air Quality Management District's Rule 403, such as: o Requiring use of nontoxic soil stabilizers to reduce wind erosion. o Applying water every four hours to active soil disturbing activities. o Tarping and/or maintaining a minimum of 24 inches of freeboard on trucks hauling dirt, sand, soil, or other loose materials. • Using construction equipment rated by the United States Environmental Protection Agency as having Tier 4 interim or higher exhaust emission limits. • Ensuring construction equipment is properly serviced and maintained to the manufacturer's standards. • Limiting nonessential idling of construction equipment to no more than five consecutive minutes. • Using Super-Compliant VOC paints for coating of architectural surfaces whenever possible. A list of Super-Compliant architectural coating manufacturers can be found on the South Coast Air Quality Management District's website at:	City of Ontario Planning Department in coordination with Landowner/Project Applicant	Prior to individual project approvals and during construction activities	City of Ontario Planning/Building Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
http://www.aqmd.gov/prdas/brochures/Super-Compliant_AIM.pdf. These identified measures shall be incorporated into all appropriate construction documents (e.g., construction management plans) submitted to the City and shall be verified by the City's Planning Department.				
MM 3-2: The City of Ontario shall evaluate new development proposals within the City and require all developments to include access or linkages to alternative modes of transportation, such as transit stops, bike paths, and/or pedestrian paths (e.g., sidewalks).	City of Ontario Planning/Engineering Departments in coordination with the Landowner/Project Applicant	Prior to individual project approvals	City of Ontario Planning Department	
MM AQ-1: Prior to discretionary approval by the City of Ontario for development projects subject to CEQA (California Environmental Quality Act) review (i.e., nonexempt projects), project applicants shall prepare and submit a technical assessment evaluating potential project operation-phase-related air quality impacts to the City of Ontario Planning Department for review and approval. The evaluation shall be prepared in conformance with SCAQMD methodology in assessing air quality impacts. If operation-related air pollutants are determined to have the potential to exceed the SCAQMD–adopted thresholds of significance, the City of Ontario Planning Department shall require that applicants for new development projects incorporate mitigation measures to reduce air pollutant emissions during operational activities. The identified measures shall be included as part of the conditions of approval. Possible mitigation measures to reduce long-term emissions could include, but are not limited to the following: • For site-specific development that requires refrigerated vehicles, the construction documents shall demonstrate an adequate number of electrical service connections at loading docks for plug-in of the anticipated number of refrigerated trailers to reduce idling time and emissions. • Applicants for manufacturing and light industrial uses shall consider energy storage and combined heat and power in	City of Ontario Planning Department in coordination with the Landowner/Project Applicant	Prior to individual project approvals	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
appropriate applications to optimize renewable energy generation systems and avoid peak energy use. • Site-specific developments with truck delivery and loading areas and truck parking spaces shall include signage as a reminder to limit idling of vehicles while parked for loading/unloading in accordance with California Air Resources Board Rule 2845 (13 CCR Chapter 10 sec. 2485). • Provide changing/shower facilities as specified in Section A5.106.4.3 of CALGreen (Nonresidential Voluntary Measures). • Provide bicycle parking facilities per Section A4.106.9 of CALGreen (Residential Voluntary Measures). • Provide preferential parking spaces for low-emitting, fuel-efficient, and carpool/van vehicles per Section A5.106.5.1 of CALGreen (Nonresidential Voluntary Measures). • Provide facilities to support electric charging stations per Section A5.106.5.3 and Section A5.106.8.2 of CALGreen (Nonresidential Voluntary Measures; Residential Voluntary Measures). • Applicant-provided appliances shall be Energy Star–certified appliances or appliances of equivalent energy efficiency (e.g., dishwashers, refrigerators, clothes washers, and dryers). Installation of Energy Star– certified or equivalent appliances shall be verified by the City during plan check.				
BIOLOGICAL RESOURCES				
MM BIO-1: City of Ontario Biological Resources Habitat Mitigation Fee. The City of Ontario has established a habitat mitigation fee to cover potential environmental impacts to the burrowing owl, DSFLF, raptor foraging, loss of open space, and agricultural lands. Development impact fees for new development in Ontario Ranch were adopted on June 23rd, 2003, by the City Council. The Ontario Ranch development impact fees include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. Mitigation fees have been collected by the City of Ontario and have been deposited into a trust fund to be used for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value.	Project Applicant	Prior to the issuance of permits for any construction activity	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM BIO-2: Nesting Bird and Raptor Preconstruction Survey. Regulatory requirement for potential direct/indirect impacts to nesting common and sensitive bird and raptor species will require compliance with the California Fish and Game Code (CFGC) Section 3503. Construction outside the nesting season (between September 1st and January 31st) do not require pre-removal nesting bird surveys. If construction is proposed during nesting season (February 1st and August 31st), a qualified biologist will conduct a nesting bird survey(s) no more than three (3) days prior to initiation of grading to document the presence or absence of nesting birds within or directly adjacent (200 ft -500 ft for raptors) to the Project site. The survey(s) will focus on identifying any raptors and/or bird nests that are directly or indirectly affected by construction activities. If active nests are documented, the qualified biologist will prepare and implement specific measures to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest will be postponed until the young birds have fledged. The perimeter of the nest setback zone will be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities will be restricted from the area. The biologist shall establish a no-disturbance buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area. The survey report will be submitted by the qualified biologist to the City of Ontario for review and approval prior to initiation of grading in the nest-setback zone. Additionally, the qualified biologist will serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A final monitoring report of the findings, prepared by a qualified biologist, will be submitted to the City of Ontario documenting compliance with the CFGC. Any nest permanently vacated for the season would not warrant protection pursuant to the CFGC.	Qualified Biologist	Prior to the issuance of permits for any construction activity	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM BIO-3: Pre-construction Focused Bat Survey. Prior to implementation of Project activities, a qualified biologist shall be retained to determine whether potential roosting sites for bats may be affected. For large ornamental trees suitable for bat roosting/nursery, exit counts and acoustic surveys shall be performed prior to initial ground disturbance, vegetation or structure removal to determine whether the Project site and a 300-foot buffer supports a nursery or roost, and by which species. This work will occur between late -spring and late summer and/or in the fall (generally mid-March through late October). If the results of the bat survey find a total of a single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with potential to be present in the Project site (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. For each location confirmed to be occupied by bats, the plan will provide details both in text and graphically where exclusion devises/and or staged tree removal will need to occur, the timing for exclusion work and the timeline and methodology needed to exclude the bats. The plan will need to be reviewed and approved by CDFW prior to disturbance of the roost(s).	Qualified Biologist	Prior to implementation of Project activities	CDFW	
MM BIO-4: Focused and Preconstruction Burrowing Owl Surveys. Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2012~~2022~~, CDFW staff report on Burrowing Owl Mitigation prior to vegetation removal or ground-disturbing activities for all phases of Project construction. Specifically, a total of four (4) surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. The Designated Biologist	Qualified Biologist	Prior to implementation of Project activities	CDFW	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
shall provide CDFW a GIS or KMZ map of BUOW burrow complex(es) and atypical burrows (e.g. culverts, buckled concrete, etc.) The map shall be at a scale of 1:24,000 or finer to show details and shall show locations of all BUOW sightings and labeled if sightings were potential burrows, occupied burrows, satellite burrows, areas of concentrated burrows, and BUOW sign. Locations documented by use of GPS coordinates must be collected in NAD83 datum. The map shall include an outline of the Project Site, a title, north arrow, scale bar, and legend. A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. ~~If burrowing owls are detected on-site during the focused surveys or 14-day preconstruction survey efforts, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active burrows until a qualified biologist has confirmed that nesting efforts are complete or not initiated. In addition to monitoring breeding activity, if construction is proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl relocation plan will be developed and approved by the City of Ontario, CDFW and USFWS.~~ If burrowing owl occupancy is confirmed, and if Project activities may impact burrowing owl, including burrow exclusion and closure, the Project Proponent shall begin early coordination with CDFW for appropriate CESA authorization (i.e., Incidental Take				

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
Permit (ITP) under Fish and Game Code section 2081) prior to commencement of Project activities. The ITP application shall describe, at a minimum, project activities and equipment, proposed avoidance/buffers, temporary and permanent impacts, monitoring, relocation and/or translocation, and minimization and compensatory mitigation actions. ITP compensatory mitigation will be fulfilled by one or more of following options: 1) Permittee- responsible mitigation land acquisition or 2) Conservation or Mitigation Bank credits (if available).				
MM BIO-5: Programmatic Assessment Area CEQA Analysis. The Programmatic Assessment Area located within Ownership Area 2, including APN's 0216-311-09, 1053-301-01 and -02; 1053-311-01 and -02, and 1053-321-01, -02, and -03, was not evaluated for biological resources as part of this analysis. Authorization to access this region of the project was not provided and therefore was analyzed programmatically based on aerial photographs and assessments from the adjacent parcel boundaries. To ensure that potential adverse effects to sensitive species and resources are reduced to a less than significant level, a focused biological resources assessment and impact analysis shall be conducted in the unsurveyed portion of the Project site prior to approval of development within this region. In addition to completing CEQA review, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction.	Qualified Biologist	Prior to implementation of Project activities	CDFW	
MM BIO-6: Tree Inventory. Prior to implementation of Project site clearing or grading, a certified arborist or qualified horticulturalist shall provide a tree inventory to ensure compliance with Ontario MC Section 6.05.020, Tree Preservation Policy and Protection Measures in order to determine the presence/absence of Heritage Trees. Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk diameter equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement (The Ontario Plan 2050).	Certified arborist or qualified horticulturalist	Prior to implementation of Project site clearing or grading	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
CULTURAL RESOURCES				
MM 5-1: Historic or potentially historic resources in the City shall be evaluated for historic significance through the City's tier system prior to the issuance of plan or development approvals in the Focus Areas. Pursuant to City's Development Code (Chapter 4, Permits, Actions, and Decisions, and Chapter 7, Historic Preservation), mitigation measures for all Tier III Historic Resources shall include the following: a) Each historic resource shall be fully documented and cataloged pursuant to Historic American Building Survey/Historic American Engineering Record (HABS/HAER) standards, to provide a record of the resource, including, but not limited to: [i] the preparation of site plans, floor plans, exterior and interior elevations, and detail drawings of character defining features (such as moldings, stairs, etc.); and [ii] photographs of the resource, including the exterior, interior, and interior and exterior character defining features (such as moldings, light fixtures, trim patterns, etc.). b) A mitigation fee established pursuant to Section 7.01.030 (Historic Preservation Mitigation Fee) shall be paid to the City prior to the issuance of a demolition permit for Tier III historic resources. Fees for Tier I and II historic resources shall be determined during the Environmental Impact Report process. The fees established for Tier III will be used as a reference point for establishing fees for Tier I and II historic resources. c) A Certificate of Appropriateness shall not be issued for the demolition of an historic resource, either in whole or in part, until such time that a demolition permit application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction, unless: [i] a waiver is granted pursuant to Subsection H (Replacement Structure Waiver for Historic Resources Located within Industrial Zoning Districts) of Section 4.02.050; [ii] a deferral of the replacement structure requirement is granted pursuant to Subsection G (Replacement Structure Deferral) of Section 4.02.050; or [iii] demolition is required pursuant to Section 7.01.050 (Unsafe or Dangerous Conditions) of this Development Code.	City of Ontario Planning Department	Prior to individual project approvals	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
d) In an effort to preserve features and artifacts from historic resources, a determination whether items within or on the resource should be salvaged must be made by the Planning Department and may include the local historical society prior to the issuance of the demolition permit. The applicant shall be responsible for the removal, relocation, storage, and donation of such items selected for salvaging. The applicant shall provide an inventory of salvaged items to the Planning Department, and shall include a list of each item name, description, and dimension (as necessary), and the location of each item on a floor plan.				
MM 5-2: In areas of documented or inferred archaeological and/or paleontological resource presence, City staff shall require applicants for development permits to provide studies to document the presence/absence of such resources. On properties where resources are identified, such studies shall provide a detailed mitigation plan, including a monitoring program and recovery and/or in situ preservation plan, based on the recommendations of a qualified cultural preservation expert. The mitigation plan shall include the following requirements: a) Archaeologists and/or paleontologist shall be retained for the project and will be on call during grading and other significant ground-disturbing activities. b) Should any cultural resources be discovered, no further grading shall occur in the area of the discovery until the Planning Director or designee is satisfied that adequate provisions are in place to protect these resources. c) Unanticipated discoveries shall be evaluated for significance by a San Bernardino County Certified Professional Archaeologist/Paleontologist. If significance criteria are met, then the project shall be required to perform data recovery, professional identification, radiocarbon dates, and other special studies; submit materials to a museum for permanent curation; and provide a comprehensive final report including catalog with museum numbers.	City of Ontario Planning Department in coordination with Landowner/Project Applicant	Prior to individual project approvals and during ground disturbing activities	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
GEOLOGY AND SOILS				
MM 5-2: In areas of documented or inferred archaeological and/or paleontological resource presence, City staff shall require applicants for development permits to provide studies to document the presence/absence of such resources. On properties where resources are identified, such studies shall provide a detailed mitigation plan, including a monitoring program and recovery and/or in situ preservation plan, based on the recommendations of a qualified cultural preservation expert. The mitigation plan shall include the following requirements: a. Archaeologists and/or paleontologist shall be retained for the project and will be on call during grading and other significant ground-disturbing activities. b. Should any cultural resources be discovered; no further grading shall occur in the area of the discovery until the Planning Director or designee is satisfied that adequate provisions are in place to protect these resources. c. Unanticipated discoveries shall be evaluated for significance by a San Bernardino County Certified Professional Archaeologist/Paleontologist. If significance criteria are met, then the project shall be required to perform data recovery, professional identification, radiocarbon dates, and other special studies; submit materials to a museum for permanent curation; and provide a comprehensive final report including a catalog with museum numbers.	Project Applicant	Prior to issuance of a development permit	City of Ontario Planning Department	
GREENHOUSE GAS				
MM 3-2: The City of Ontario shall evaluate new development proposals within the City and require all developments to include access or linkages to alternative modes of transportation, such as transit stops, bike paths, and/or pedestrian paths (e.g., sidewalks).	City of Ontario Planning Department	Prior to Project approval	City of Ontario Planning Department	
MM AQ-1: Prior to discretionary approval by the City of Ontario for development projects subject to CEQA (California Environmental Quality Act) review (i.e., nonexempt projects), project applicants shall prepare and submit a technical assessment evaluating potential project operation-phase-related air quality impacts to the City of Ontario Planning Department for review and approval. The evaluation shall be	Project Applicant	Prior to Project approval	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
prepared in conformance with the South Coast Air Quality Management District (SCAQMD) methodology in assessing air quality impacts. If operation-related air pollutants are determined to have the potential to exceed the SCAQMD–adopted thresholds of significance, the City of Ontario Planning Department shall require that applicants for new development projects incorporate mitigation measures to reduce air pollutant emissions during operational activities. The identified measures shall be included as part of the conditions of approval. Possible mitigation measures to reduce long-term emissions could include, but are not limited to the following: • For site-specific development that requires refrigerated vehicles, the construction documents shall demonstrate an adequate number of electrical service connections at loading docks for plug-in of the anticipated number of refrigerated trailers to reduce idling time and emissions. • Applicants for manufacturing and light industrial uses shall consider energy storage and combined heat and power in appropriate applications to optimize renewable energy generation systems and avoid peak energy use. • Site-specific developments with truck delivery and loading areas and truck parking spaces shall include signage as a reminder to limit idling of vehicles while parked for loading/unloading in accordance with California Air Resources Board Rule 2845 (13 CCR Chapter 10 sec. 2485). • Provide changing/shower facilities as specified in Section A5.106.4.3 of CALGreen (Nonresidential Voluntary Measures). • Provide bicycle parking facilities per Section A4.106.9 of CALGreen (Residential Voluntary Measures). • Provide preferential parking spaces for low-emitting, fuel-efficient, and carpool/van vehicles per Section A5.106.5.1 of CALGreen (Nonresidential Voluntary Measures). • Provide facilities to support electric charging stations per Section A5.106.5.3 and Section A5.106.8.2 of CALGreen (Nonresidential Voluntary Measures; Residential Voluntary Measures). • Applicant-provided appliances shall be Energy Star–certified appliances or appliances of equivalent energy efficiency (e.g.,				

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
dishwashers, refrigerators, clothes washers, and dryers). Installation of Energy Star– certified or equivalent appliances shall be verified by the City during plan check.				
HISTORIC RESOURCES				
MM CUL-1: The applicant shall obtain a building permit prior to any demolition, relocation, or alteration of any significant historic resource.	Project Applicant	Prior to the issuance of a demolition building permit	City of Ontario Planning Department	
MM CUL-2: Prior to issuance of a building permit for demolition of any significant historical resources and within 120 days of project approval, a Historic American Buildings Survey (HABS) or an Historic American Engineering Record (HAER) documentation in accord with the City's HABS/HAER Checklist Level 2, including but not limited to as built drawings with site plan, floor plan, exterior elevations, and details for any identified significant/character defining feature, historical narrative, and photographs of the three (3) historical resources subject properties, shall be submitted to the Planning Department for review, approval, and subsequent release to the Ovitt Family Community Library, Model Colony History Room. Digital files and 2 printed copies are required (one archival and one non-archival).	Project Applicant	Prior to the issuance of a demolition building permit	City of Ontario Planning Department	
MM CUL-3: Prior to issuance of a grading or demolition building permit for the property addressed to 8185 Edison Avenue, a relocation plan for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, shall be submitted to the City. The plan shall identify the receiver site in the Grand Park Phase 1 development or alternate suitable location, as well as a relocation schedule and any protective measures to ensure minimal impact to the resource during relocation efforts. The Applicant shall be responsible for the relocation to the receiver site and securing the building to its foundation. Issuance of a Certificate of Appropriateness by the Historic Preservation Subcommittee (or Historic Preservation Commission) shall be required for the relocation plan.	Project Applicant	Prior to the issuance of a demolition building permit	City of Ontario Planning Department	
MM CUL-4: Prior to issuance of a building permit for demolition or grading, every effort shall be made to relocate the historic resources, except for the Streamline Moderne Milk Parlor, a local Tier II Historic Resource addressed to 8185 Edison Avenue. The structures shall be offered at no cost for those who can relocate the structures off site. Advertisements notifying the public of the opportunity to relocate the	Project Applicant	Prior to the issuance of a demolition building permit	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
structures shall be placed for a minimum of 30 days: on-site with temporary signage, in at least 3 local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards (realtor's offices, local business). A social media campaign, posted on the developer's website or on a local non-profit heritage site, including a dedicated web page with the structures' information (description, square footage, photographs) and contact information should be incorporated into the relocation advertisement.				
MM CUL-5: A mitigation fee pursuant to Section 7.01.030 of the Ontario Development Code shall be paid to the Planning Department prior to issuance of building permit for grading the site or for demolition of any of the identified significant historical resources for which relocation was determined by the City to be infeasible. Mitigation fee is equal to 30% of the price per square foot construction cost as established in the most current International Code Council Building Valuation Data. The fee amount will be provided by the Planning Department at the time of payment. Funds will be deposited into the City's Historic Preservation Trust Fund.	Project Applicant	Prior to the issuance of a demolition building permit	City of Ontario Planning Department	
MM CUL-6: Prior to issuance of a building permit of any of the three (3) significant historical resources identified in the Focused EIR and within 120 days of project approval, a determination shall be made by the Planning Department whether items within or on the historic properties should be salvaged. The applicant shall be responsible for the removal, relocation, storage, and donation of such items selected for salvaging. An inventory of salvaged items shall be provided by the applicant and shall include a list of each item name, description, and dimension (as necessary), and the location of each item on a floor plan to the Planning Department prior to the issuance of building permit.	Project Applicant	Prior to the issuance of a building permit	City of Ontario Planning Department	
MM CUL-7: Should the Streamline Moderne Milk Parlor, a local Tier II Historic Resource, addressed to 8185 Edison Avenue be proposed for demolition, and prior to issuance of a building permit for demolition of the resource issuance of a Certificate of Appropriateness and approval of a Demolition application by the Historic Preservation Commission or Historic Preservation Subcommittee pursuant to the Ontario Development Code, Section 4.02.050, shall be required. A Certificate of Appropriateness shall not be issued for the demolition of the resource, either in whole or in part, until such time that a demolition permit	Historic Preservation Commission or Historic Presercation Subcommittee	Prior to the issuance of a building or demolition permit	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
application and a replacement structure has been approved by the City, and appropriate permits have been issued for its construction.				
MM CUL-8: Prior to issuance of a Certificate of Final Occupancy for the first building constructed within the Project site, enhancements to the Ontario Dairy Industry microdocumentary that features the operations of a functioning dairy located within the Ontario Ranch area focusing on the dairy history, themes, site, buildings, and stories gathered from new and archived oral interviews, dairy context and recent dairy surveys, shall be made. The Applicant will be responsible for producing additional field work to gather drone video footage of new development on former dairy lands, conduct a minimum of 2 oral interviews of city representatives, and make certain edits to incorporate the new material. Final deliverables include: 1) full length microdocumentary (approx. 30 minutes); 2) transcriptions of the 4 stakeholder interviews; and 3) separate videos of the 4 stakeholder interviews and will be submitted to the Planning Department for review and acceptance	Project Applicant	Prior to the issuance of a Certificate of Occupancy	City of Ontario Planning Department	
NOISE				
MM 12-1: Prior to the issuance of building permits for any project that involves a noise-sensitive use within the 65 dBA CNEL of the Ontario International Airport, the project property owner/developers shall retain an acoustical engineer to conduct an acoustic analysis and identify, where appropriate, site design features and/or required building acoustical improvements (e.g., sound transmission class rated windows, doors, and attic baffling), to ensure compliance with the City's Noise Compatibility Criteria and the California State Building Code and California Noise Insulation Standards (Titles 24 and 21 of the California Code of Regulations).	City of Ontario Planning/Building Department in oordination with Landowner/Project Applicant	Prior to individual project approvals	City of Ontario lanning/Building Department	
MM 12-2: Prior to issuance of a building permit, individual projects that involve vibration-intensive construction activities, such as pile drivers, jack hammers, and vibratory rollers near sensitive receptors shall be evaluated for potential vibration impacts. For construction within 135 feet of fragile structures, such as historical resources, within 100 feet of nonengineered timber and masonry buildings (e.g., most residential buildings), or within 75 feet of engineered concrete and masonry (no plaster); or a vibratory roller within 25 feet of any structure, the project applicant shall prepare a noise and vibration analysis to assess and	City of Ontario Planning/Building Department in coordination with Landowner/Project Applicant's construction contractor	Prior to and during construction	City of Ontario Building Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
mitigate potential noise and vibration impacts related to these activities. This noise and vibration analysis shall be conducted by a qualified and experienced acoustical consultant or engineer. The vibration levels shall not exceed Federal Transit Administration (FTA) architectural damage thresholds (e.g., 0.12 inches per second [in/sec] peak particle velocity [PPV] for fragile or historical resources, 0.2 in/sec PPV for nonengineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry). If vibration levels would exceed this threshold, alternative uses shall be used, such as drilling piles as opposed to pile driving and static rollers as opposed to vibratory rollers. If necessary, construction vibration monitoring shall be conducted to ensure vibration thresholds are not exceeded.				
MM 12-4: Construction activities associated with new development that occurs near sensitive receptors shall be evaluated for potential noise impacts. Construction contractors shall implement the following measures for construction activities in the City of Ontario. Construction plans submitted to the City shall identify these measures on demolition, grading, and construction plans. The City of Ontario Planning and Building Departments shall verify that grading, demolition, and/or construction plans submitted include these notations prior to issuance of demolition, grading, and/or building permits. • Construction activity is limited to the hours between 7:00 am and 6:00 pm Monday through Friday and 9:00 am to 6:00 pm Saturdays and Sundays, as prescribed in Municipal Code Section 5-29.09. • During the entire active construction period, equipment and trucks used for project construction shall use the best-available noise control techniques wherever feasible (e.g., improved mufflers, equipment re-design, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds). • Impact tools (e.g., jack hammers and hoe rams) shall be hydraulically or electrically powered wherever possible. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used along with external noise jackets on the tools.	City of Ontario Planning/Building Department in coordination with Landowner/Project Applicant's construction contractor	During construction	City of Ontario Building Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
• Stationary equipment such as generators and air compressors shall be located as far as feasible from nearby noise-sensitive uses. • Stockpiling shall be located as far as feasible from nearby noise-sensitive receptors. • Construction traffic shall be limited, to the extent feasible, to approved haul routes established by the City's Engineering Department. • At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction days and hours as well as the telephone numbers of the City's and contractor's authorized representatives that are assigned to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report the action to the City. • Signs shall be posted at the job site entrance(s), within the on-site construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes. • During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which automatically adjust the alarm level based on the background noise level or switch off back-up alarms and replace with human spotters in compliance with all safety requirements and laws. • Erect temporary noise barriers (at least as high as the exhaust of equipment and breaking line-of-sight between noise sources and sensitive receptors), as necessary and feasible, to maintain construction noise levels at or below the performance standard of 80 dBA Leq. Barriers shall be constructed with a solid material that has a density of at least 1.5 pounds per square foot with no gaps from the ground to the top of the barrier and				

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
may be lined on the construction side with an acoustical blanket, curtain, or equivalent absorptive material.				
TRIBAL CULTURAL RESOURCES				
MM 5-3: Upon receipt of an application for a proposed project subject to CEQA and is within the City's jurisdiction, the City's representative shall consult with the relevant tribe(s)' representative(s) to determine if the proposed project is within a culturally sensitive area to the tribe. If sufficient evidence is provided to reasonably ascertain that the site is within a [tribal] culturally sensitive area, an archaeologist shall prepare a cultural resources assessment. The findings of the cultural resources assessment shall be incorporated into the CEQA documentation. A copy of the report shall be forwarded to the tribe(s). If mitigation is recommended in the CEQA document, the procedure described in Mitigation Measure 5-4 shall be followed.	City of Ontario Planning Department	Prior to individual project approvals	City of Ontario Planning Department	
MM 5-4: Prior to the issuance of grading permits for a proposed project for which the CEQA document defines cultural resource mitigation for potential tribal resources, the project applicant shall contact the designated tribe(s) to notify them of the grading, excavation, and monitoring program. The applicant shall coordinate with the City of Ontario and the tribal representative(s) to develop mitigation measures that address the designation, responsibilities, and participation of tribal monitors during grading, excavation, and ground-disturbing activities; scheduling; terms of compensation; and treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site. The City of Ontario shall be the final arbiter of the conditions for projects within the City's jurisdiction.	City of Ontario Planning Department in coordination with Landowner/Project Applicant	Prior to issuance of grading permit(s)	City of Ontario Planning Department	
MM TCR-1: Tribal Cultural Resources Monitoring. The project archaeologist, in consultation with interested tribes, the developer, 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 project site. Details in the AMP shall include: 1. Project-related ground disturbance (including, but not limited to, brush clearing, grading, trenching, etc.) and development scheduling;	City of Ontario Planning Department in coordination with Landowner/Project Applicant's archeologist and interested tribes	Prior to and during construction	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
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 (if the tribes cannot come to an agreement on the rotating or simultaneous schedule of tribal monitoring, the Native American Heritage Commission shall designate the schedule for the onsite Native American Tribal Monitor for the proposed project); 3. The protocols and stipulations that the developer, 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 tribe 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.				
MM 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., for the proposed project, 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	City of Ontario Planning Department in coordination with Landowner/Project Applicant's archeologist and interested tribes	During construction	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
project site 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 applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Ontario with evidence of same: 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; and				

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
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 pre-grade 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.				
MM TCR-3: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities a. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. b. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.	City of Ontario Planning Department in coordination with Landowner/ Kizh monitor and/or Kizh archaeologist	Prior to the commencement of any ground-disturbing activity	City of Ontario in coordination with Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
c. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe. d. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.				
MM TCR-4: Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial) a. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems	City of Ontario Planning Department in coordination with Landowner/ Kizh monitor and/or Kizh archaeologist	In the event of discovery of any TCRs	City of Ontario in coordination with Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.				
MM TCR-5: Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects. a. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. b. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. c. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). d. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. e. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.	Individual Development Project Applicant(s) and Project Contractor(s)	In the event of discovery of human remains	City of Ontario	

Center Park Specific Plan

File No: PSP24-002

Focused EIR Appendices

https://www.ontarioca.gov/government/community-development/planning/environmental-documents

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, PURSUANT TO THE CERTIFIED FOCUSED ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2025060731) FOR THE CENTERPARK SPECIFIC PLAN, THE CENTERPARK SPECIFIC PLAN (FILE NO. PSP24-002), TO ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, DESIGN GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF UP TO 4,293 RESIDENTIAL DWELLING UNITS, 115,809 SQUARE FEET OF RETAIL USES, 135,110 SQUARE FEET OF OFFICE USES, AND 68 ACRES OF OPEN SPACE (PARKLAND/NON-RECREATIONAL USES) ON APPROXIMATELY 258 ACRES OF LAND, AND MAKING FINDINGS IN SUPPORT THEREOF – APNS: 1053-301-01, -02; 1053-311-01, -02, 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01,-02, -09; 0216-321-03, -08; 0216-322-03, -04, -10.

WHEREAS, RCCD, INC. ("Applicant") has filed an Application for the approval of the CenterPark Specific Plan (File No. PSP24-002), as described in the title of this Ordinance (hereinafter referred to as “Application” or “Project”); and

WHEREAS, the Application applies to 258 acres of land with 29 parcels and is generally bounded to the north by a Southern California Edison (SCE) easement, to the west by Campus Avenue, to the east by Walker Avenue, to the south by Eucalyptus Avenue, and bisected by Ontario Ranch Road, within the SP (Specific Plan) AG (Agricultural Overlay)) zoning district, and is presently improved with agricultural, dairy, recreational vehicle storage, residential and vacant land uses; and

WHEREAS, the properties surrounding the project site are generally established with agricultural uses. To the north of the Project site, the area is within the Specific Plan (SP) zoning district and is developed with dairy farms, livestock, a truck terminal, a nursery, and vacant land. The properties to the south of the Project site are within the SP zoning district and include dairy farms, a truck terminal storage and single-family residential uses. The properties to the east of the Project site are within the SP zoning district and are developed with single-family residential uses and dairy farms. The properties to the west of the Project site are within the SP zoning district and are developed with single-family residential uses, dairy farms and vacant land; and

WHEREAS, the CenterPark Specific Plan, attached hereto as "Attachment A", establishes a comprehensive set of design guidelines and development regulations to guide and regulate site planning, landscape, and architectural character, and ensuring that excellence in community design is achieved during project development. In addition, the Specific Plan will establish the procedures and requirements to approve new development within the project site to ensure The Ontario Plan 2050 (“TOP 2050”) goals and policies are achieved; and

WHEREAS, the CenterPark Specific Plan consists of approximately 258 acres of land, which includes potential development of up to 4,293 residential dwelling units, 115,809 square feet of retail uses, 135,110 square feet of office land uses, and 68 acres of open space (parkland/non-recreational uses); and

WHEREAS, the land use intensity of the CenterPark Specific Plan anticipated in 22 planning areas is consistent with TOP 2050. The Specific Plan proposes a potential buildout of up to 4,293 dwelling units with a land use intensity of 22 dwelling units per acre for Medium-Density Residential (MDR) and Mixed-Use (MU) residential designations. The Specific Plan also proposes ten (10) percent of the office uses with a maximum floor area ratio ("FAR") of 0.70, twenty (20) percent retail uses with a maximum FAR of 0.30, and seventy (70) percent of residential development with a maximum density of 35 dwelling units per acre, within the Mixed-Use land use areas (Planning Areas 4, 5, 10, and 11). Planning Areas 19, 20, 21, and 22 are designated Open Space – Non-Recreational land use and no development is planned for these areas; and

WHEREAS, the CenterPark Specific Plan has been prepared in conformance with the goals and policies of the City of Ontario Policy Plan (General Plan). The policy (General Plan) analysis in "Section 9. General Plan Consistency" of the Specific Plan describes the manner in which the CenterPark Specific Plan complies with the Policy Plan goals and policies applicable to the CenterPark Specific Plan; and

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

WHEREAS, a Focused Environmental Impact Report ("FEIR") (State Clearinghouse No. 2025060731), including the adoption of a Mitigation and Monitoring and Reporting Program ("MMRP"), Findings of Fact, and a Statement of Overriding Considerations, have been prepared in accord with CEQA and the State CEQA Guidelines, and the City of Ontario Guidelines to address the environmental effects of the CenterPark Specific Plan; and

WHEREAS, on March 17, 2026, the City adopted Resolution ____ certifying the FEIR, and adopting the Findings of Fact, a Statement of Overriding Considerations and MMRP; and

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

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan 2050, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

WHEREAS, the Project is located within the Airport Influence Area of Ontario International Airport, 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, the proposed Project is located within the Airport Influence Area of Chino Airport, within the City of Ontario boundary, and is subject to, and must be consistent with, the policies criteria set forth in Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP), which applies only to jurisdictions within City of Ontario, and addresses the safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on February 24, 2026, the Planning Commission of the City of Ontario conducted a hearing to consider the FEIR, MMRP, Statement of Overriding Considerations, and the Project, and concluded said hearing on that date, voting to issue Resolution No. PC26-015 & PC26-016, recommending the City Council approve the Application; and

WHEREAS, on March 17, 2026, the City Council of the City of Ontario conducted a hearing to consider the Final FEIR, MMRP, Statement of Overriding Considerations, and the Project, and concluded said hearing on that date; and

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

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

SECTION 1. Environmental Determination and Findings. Pursuant to Resolution ____, as the decision-making body for the Project, the City Council has reviewed and considered the information contained in the FEIR, including the CEQA Guidelines Section 15183 Consistency Analysis, as well as the Findings of Fact, the MMRP, and the Statement of Overriding Considerations prepared for the Project and supporting documentation. Based upon the facts and information contained in the FEIR (State Clearinghouse No. 2025060731) and the administrative record, including the CEQA Guidelines Section 15183 Consistency Analysis and all written and oral evidence presented to the City Council, it has certified the FEIR, and approved the Findings of Fact, the MMRP, and the Statement of Overriding Considerations for the Project.

SECTION 2. Housing Element Compliance. Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as

the decision-making body for the Project, the City Council finds that based upon the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan 2050. The Project site includes properties listed in the Housing Element Sites Inventory contained in Tables B-1 and B-2 of the Housing Element Technical Report, and the proposed Project is consistent with the number of dwelling units (4,293) and densities (22 du/ac for Medium Density Residential and 35 du/ac for Mixed-Use Residential) specified in the Housing Element Sites Inventory.

SECTION 3. Airport Land Use Compatibility Plan ("ALUCP") Compliance. The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

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

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport (“CNO”) Overlay Zoning District (“OZD”) and Reference I, Chino Airport Land Use Compatibility Plan (“CNO ALUCP”). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project, when implemented in

conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 4. Concluding Facts and Reasons. Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 3 above, the City Council hereby concludes as follows:

(1) *The proposed Specific Plan, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050.* The approximately 258-acre CenterPark Specific Plan is suitable for residential and mixed-use developments and is consistent with the goals and policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of TOP 2050. "Section 9. General Plan Consistency" of the CenterPark Specific Plan describes the manner in which the Specific Plan complies with the Policy Plan goals and policies; and

(2) *The proposed Specific Plan, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.* The proposed CenterPark Specific Plan is in conformance with the Land Use Policies and Goals of the Policy Plan and will provide standards and guidelines for the harmonious development within the districts, in a manner consistent with the Policy Plan. The Specific Plan is proposing residential and mixed use (office, retail and residential) development for the approximately 258-acre site, which is what is mandated by the land use plan of the Policy Plan; therefore, the proposed residential and mixed-use land uses will not be detrimental to the public interest, health, safety, convenience, or general welfare of the City because it will provide land uses that are consistent with the existing and future development of the surrounding area; and

(3) *In the case of an application affecting specific property(ies), the proposed Specific Plan, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.* The proposed Specific Plan will modify the land use from agricultural, dairy farm, recreational vehicle storage, residential and vacant land uses to Residential and Mixed Use, which aligns with surrounding land uses planned in TOP 2050 and allows for similar development intensities under the Residential and Mixed-Use designation; and

(4) *In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.* The proposed Specific Plan will allow for residential and mixed-use on the subject site. When in conformance with the Specific Plan, the project site is suitable in size and shape, and the project site design allows for sufficient access and availability of utilities to accommodate the anticipated development.

SECTION 5. City Council Action. Based upon the findings and conclusions set forth in Sections 1 through 3, above, the City Council hereby APPROVES the herein

described CenterPark Specific Plan, attached hereto as "Attachment A," and incorporated herein by this reference, and subject to the Conditions of Approval.

SECTION 6. 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 7. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 8. Notice of Determination. City Council hereby directs staff to file a Notice of Determination with the County Clerk and the State Clearinghouse regarding approval of the Project pursuant to the FEIR.

SECTION 9. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 10. Effective Date. This Ordinance shall become effective 30 days following its adoption.

SECTION 11. Publication and Posting. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 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 _____, 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 _____ and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PSP24-002;
CenterPark Specific Plan

(Document follows this page)

center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

MONTH **2025**
ORDINANCE NO. **0000**

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center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

CITY COUNCIL APPROVED **MONTH DAY, 2026**

FILE NO. **PSP24-002**

ORDINANCE NO. **XXXX**

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center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

Submitted to:

CITY OF ONTARIO
303 East B Street
Ontario, California 91764

Submitted by :

SARES REGIS
3501 Jamboree Rd, Suite 3000
Newport Beach, California 92660

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center park

ONTARIO, CALIFORNIA

SPECIFIC PLAN

Consultant Team:

T&B PLANNING, INC.
3200 El Camino Real, Suite 100
Irvine, California 92602

FUSCOE ENGINEERING
3257 E. Guasti Rd, Suite 300
Ontario, California 91761

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SECTION 1: EXECUTIVE SUMMARY

1.1 PROJECT OVERVIEW

The CenterPark Specific Plan is a proposal for a new planned community on approximately 257.34 acres within the City of Ontario. The community of CenterPark will provide a pedestrian friendly mixed-use retail/office center and up to 4,293 new residential dwelling units within thirteen distinct planning areas designed in conjunction with a comprehensively planned open space system consisting of regional and neighborhood park facilities. The Specific Plan area is bounded to the north by a Southern California Edison (SCE) Easement corridor located approximately 330 ft. north of Ontario Ranch Road, the planned Grand Park to the south, Campus Avenue to the west, and Walker Avenue to the east. The regional context and local setting of the CenterPark Specific Plan are illustrated in **Exhibit 1-1, Regional Location Map** and **Exhibit 1-2, Vicinity Map**.

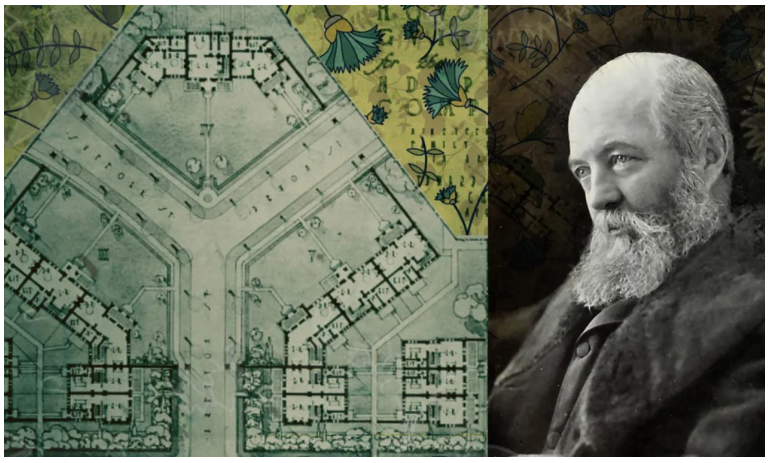
1.2 COMMUNITY VISION

The relationship between man and nature; between the human spirit and the transcending effect that open space has on every human sense – is the inspiration for CenterPark. **Alexander Pope**, an English poet of the 18th century, penned a satirical prose to describe the British aristocracy and their landscape treatment on large estates and public open spaces that tried to emulate Versailles and other ornamental garden designs that were popular at the time. Instead, he advanced the idea that landscape design should respond to nature. His advice: ***"Consult the genius of place in all"***. This ideology is widely used in discussions about the sense of place or inherent character of the landforms, landscapes and environmental conditions and systems to describe our relationship with our surroundings.

"Genius of Place" describes the concept of learning from nature's genius in a specific area or location. In design, it is applied to the vision of reflecting on the landscape character of the past and, in some cases, reintroducing or integrating nature into the built environment. In other cases, the natural history and landscape character can be replicated in design to create a unique sense of place rooted in nature. The vision for the CenterPark Specific Plan embraces the positive relationship between people and open space, the benefits of one's environment and surrounding beauty on the human condition.

Fredrick Law Olmstead, the co-creator of Central Park in Manhattan, the grounds of the 1893 Chicago World's Fair and several other regional and destination parks of national prominence and considered to be a pioneer in the field of landscape architecture, claimed late in his career:

"The root of all my good work is an early respect for, regard and enjoyment of scenery"



Fredrick Law Olmstead

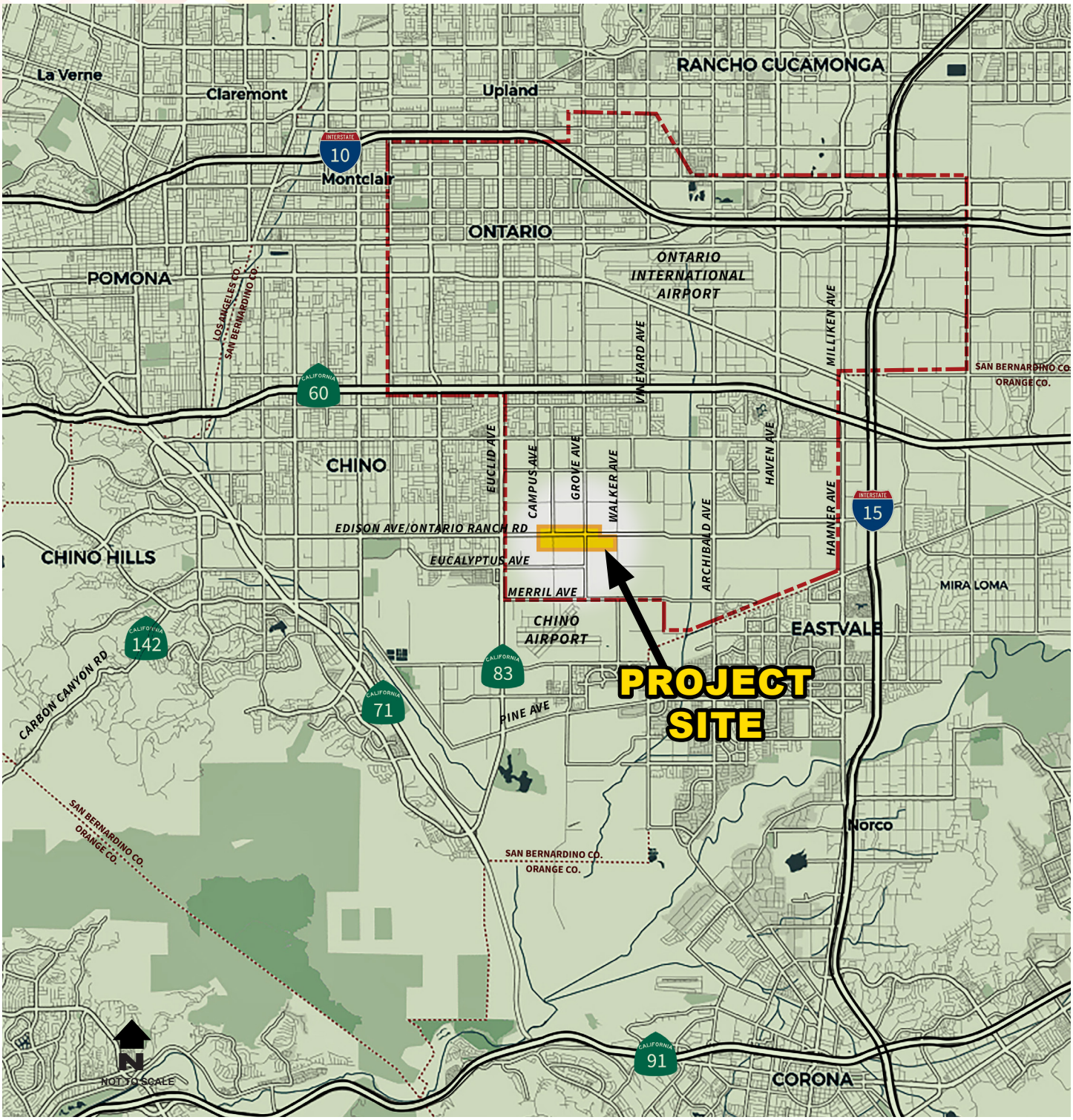


EXHIBIT 1-1 REGIONAL LOCATION MAP

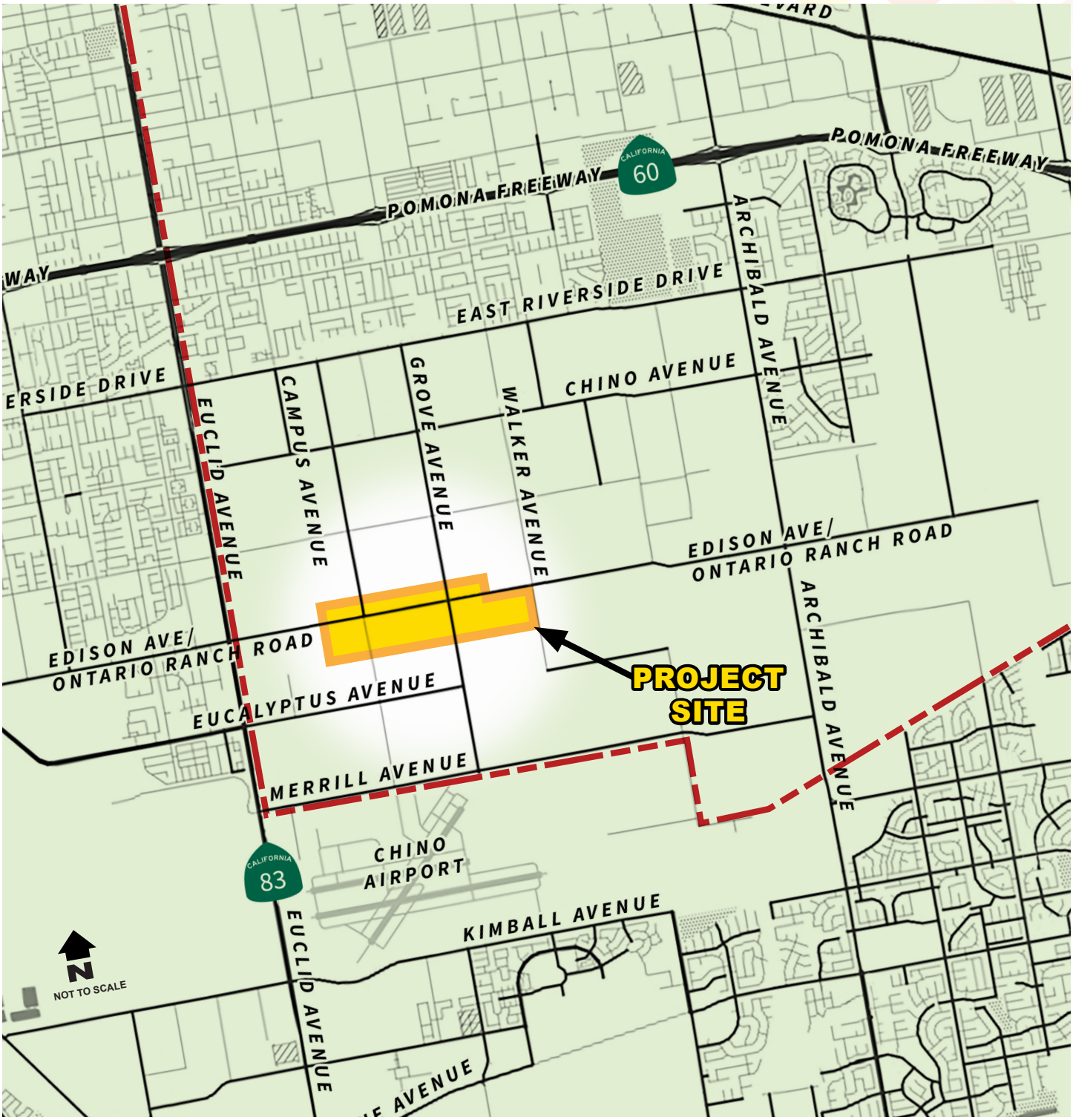


EXHIBIT 1-2 VICINITY MAP

Olmstead developed a series of Design Principles in his ambition to use landscape design to meet deep human needs extending the influence of landscape beyond garden decoration within a process he termed the "elegance of design" – the creation of a composition in which all parts were subordinate to an overall, single, coherent effect. The master planned vision for CenterPark is to create an elegant composition of homes and neighborhoods, combined with mixed-use opportunities for employment, retail, dining, entertainment experience, and recreational open space and scenery into a singular balance.

Throughout his career, Olmstead sought to exploit benefits of open space on society in general with his understanding of the relationship between community and recreational and cultural needs. He had visions of vast recreational and cultural achievements in the hearts of cities. He did not see parks as just vast meadows, but rather he saw them as places of harmony; places where people would go to escape life and regain their sanity. He wanted these parks to be available to all people.

> ***"If we analyze the operations of scenes of beauty upon the mind, and consider the intimate relation of the mind upon the nervous system and the whole physical economy, the action and reaction which constantly occur between bodily and mental conditions, the reinvigoration which results from such scenes is readily comprehended. The enjoyment of scenery employs the mind without fatigue and yet exercises it; tranquilizes it and yet enlivens it; and thus, through the influence of the mind over the body gives the effect of refreshing rest and reinvigoration to the whole system."***

The master planned community at CenterPark is reminiscent of Olmstead's vision for parks and recreational spaces integrated into the city core and available to all people. The community framework follows his principles of elegant design where development and open space are subordinate elements within an overall balance. CenterPark offers parks, trails and landscaped open spaces within walking and biking distance of all residential neighborhoods.

The plan for CenterPark establishes individual neighborhoods sited with tree-lined streets that encourage walking within and between neighborhoods. Residences are planned to front onto streets and open spaces including larger regional facilities and local neighborhood parks, recreational features and passive open space/gathering areas. A collection of smaller residential enclaves are intended to seamlessly integrate into overall character and "genius of space" envisioned for the CenterPark Community.

1.3 RELATIONSHIP TO THE ONTARIO PLAN

The Ontario Plan 2050 (TOP) *Exhibit LU-01, Land Use Plan* designates the CenterPark Specific Plan area (Specific Plan area) as Mixed-Use, Medium Density Residential (11.1 - 25.0 dwelling units per acre) and Open Space/Parkland. The Specific Plan Area is within the Chino Airport Overlay Zone. The Specific Plan area is zoned SP/AG (Specific Plan AG preserve), requiring approval from the City for development within the CenterPark Specific Plan area.

Based on the land use designations established with The Ontario Plan 2050 (TOP) Land Use Element, the following development requirements apply to the Specific Plan area:

- **Mixed-Use**. Mixed-Use development comprised of 10% Office with a maximum floor area ratio (FAR) of 0.70, 20% Retail with a maximum floor area ratio (FAR) of 0.30 and 70% Residential with a maximum density of 35 dwelling units per acre, is allowed. The Ontario Plan (TOP) allows up to 135,110 sq. ft. of office development, 115,809 sq. ft. of retail development and a maximum of 1,086 residential dwelling units within the Mixed-Use Planning Area of the CenterPark Specific Plan.
- **Residential**. Residential Medium Density development at 11.1 - 25.0 dwelling units per acre per The Ontario Plan adjusted gross acre is allowed. The TOP proposes 93.6 acres of Medium Density Residential land uses. At a target density of 22.0 du/ac, the TOP allows up to 3,207 total units.
- **Open Space - Parkland**. The TOP Land Use Plan depicts approximately 67.26 adjusted gross acres of Parkland.
- **Parks**. A minimum of 2 acres of Parkland per 1000 residents is required as part of the proposed residential development. The actual on-site park acreage requirement will be established with approval of future Tentative Tract Maps.

The CenterPark Land Use plan is illustrated in **Exhibit 1-3, Land Use Plan**. The CenterPark Specific Plan serves as the land use, zoning regulations and guidelines governing development of a new master planned community within the 257.34 acre Specific Plan area.

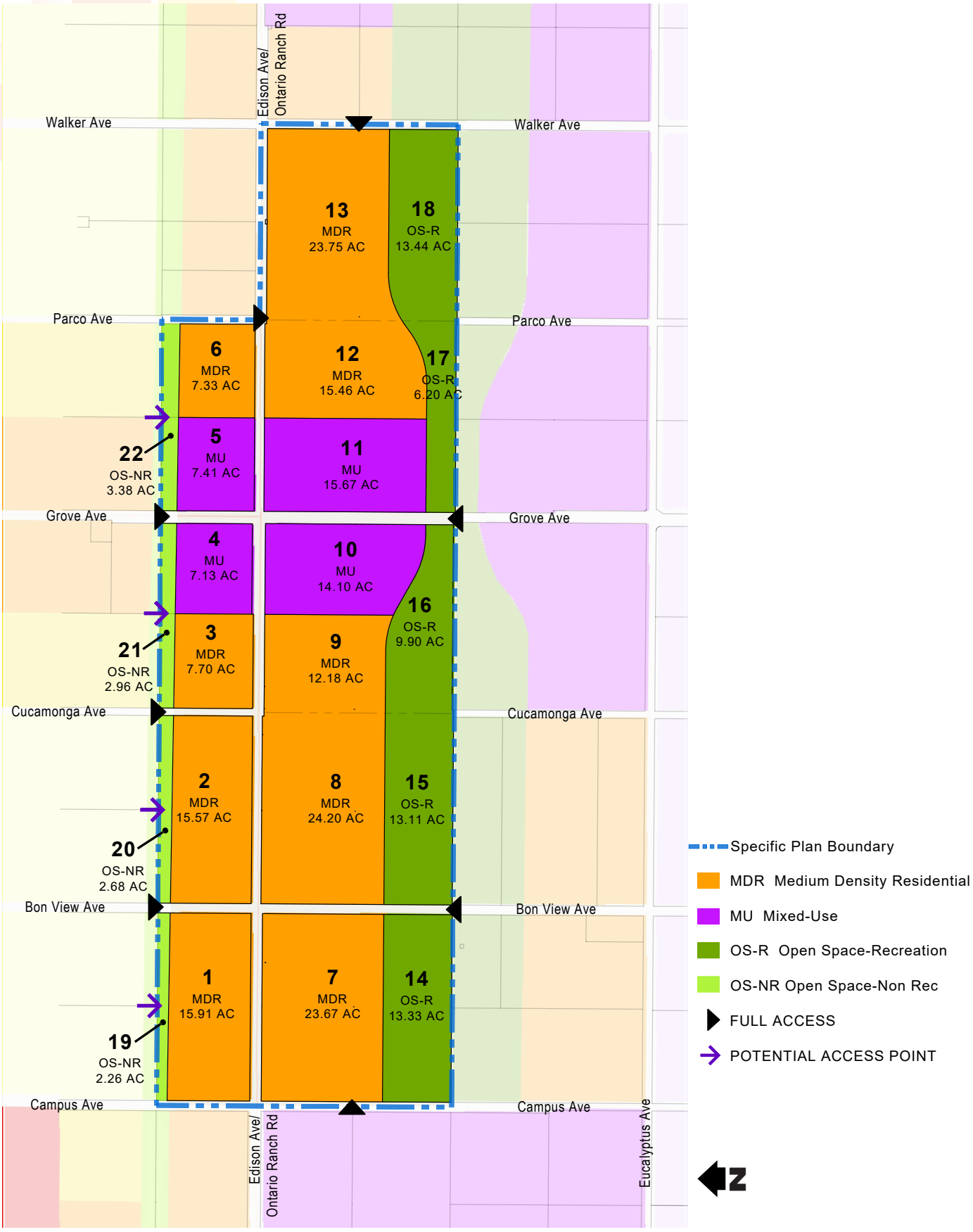


EXHIBIT 1-3 LAND USE PLAN

PA	LAND USE	TOP 2050 ACREAGE	DENSITY PER EIR	MAXIMUM UNITS	MAXIMUM RETAIL	MAXIMUM OFFICE
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
	RESIDENTIAL TOTAL	**176.79 AC**	**24.3 DU/AC**	**4,293 DU**		
	RETAIL TOTAL	**8.86 AC**			**115,809 SF**	
	OFFICE TOTAL	**4.43 AC**				**135,110 SF**
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
	OPEN SPACE TOTAL	**67.26 AC**				
	PROJECT TOTAL	**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

RETAIL in Mixed-Use areas = 20% of Mixed-Use acreage x 0.30 FAR

OFFICE in Mixed-Use areas = 10% of Mixed-Use acreage x 0.70 FAR

TABLE 1-1 LAND USE PLAN SUMMARY

1.4 GOVERNING DOCUMENTS

Development of CenterPark will be governed by the following planning and zoning documents:

- The Ontario Plan 2050 (TOP) which establishes policies governing land use, circulation, housing, conservation and open space, noise, safety and public facilities within the CenterPark Specific Plan area.
- The CenterPark Specific Plan which serves as the zoning regulations for the Specific Plan area and includes a Land Use Plan, Infrastructure Plan, Design Guidelines, Development Regulations and plans for implementation of development within CenterPark.
- The City of Ontario Development Code which shall govern where the CenterPark Specific Plan is silent.
- ONT/Airport Land Use Compatibility Plan Document.
- The City of Ontario Subdivision Ordinance which shall regulate the subdivision of land within CenterPark.
- Covenants, Conditions and Restrictions (CC&R's) to be established by the developers of CenterPark which shall provide a means of ensuring and enforcing quality design and development of the master planned community.
- Development Agreements which establish assurances that regulations contained within the Specific Plan will be in force during approved timelines and that development of public facilities within the CenterPark Specific Plan will occur pursuant to the terms and conditions approved by the City.
- The CenterPark Specific Plan Environmental Impact Report which evaluates the environmental impacts resulting from implementation of the development proposal and identifies methods to eliminate or reduce impacts to a less than significant level and a means for monitoring the methods through the development and operation of the project.

1.5 SPECIFIC PLAN COMPONENTS

In addition to Section 1, Executive Summary, the CenterPark Specific Plan is organized into the following sections:

SECTION 2 - INTRODUCTION

The Introduction serves to acquaint the reader with:

- The Specific Plan vision and objectives,
- The purpose of the Specific Plan,
- A general description of the project proposal,
- The authority and requirements of the Specific Plan,
- The entitlements required to implement development within the Specific Plan; and
- The relationship of the CenterPark Specific Plan to The Ontario Plan 2050 (TOP) and Ontario Development Code.

SECTION 3 - EXISTING CONDITIONS

The physical setting for CenterPark is described in this section outlining the existing physical conditions in and around the Specific Plan area.

SECTION 4 - DEVELOPMENT PLAN

This section describes the land use plan proposal and the necessary infrastructure and public services required as part of development of the proposed project. A summary of the City's land use and planning policies and regulations governing development of the Specific Plan area is provided with a description of the CenterPark land use plan including a detailed description of each residential and mixed-use planning area, the type and number of residential dwelling units and other uses allocated to each planning area and the areas allocated to the site, park sites and the system of trails planned within the community.

SECTION 5 - INFRASTRUCTURE

This section provides information in circulation improvements, planned backbone water, sewer, and storm drain systems, the grading concept for the project and a discussion of public facilities to serve the project site. Information on the infrastructure improvements to be constructed as part of project development is provided in this section to include a description of the planned circulation improvements, water, sewer, storm drain and water quality improvements, the grading concept for the development of the project, and a discussion of public utilities and services planned for CenterPark

SECTION 6 - DEVELOPMENT REGULATIONS

Development Regulations to govern allowable uses and regulate development of allowable land use within the Specific Plan are established in this section. The relationship of the CenterPark Specific Plan development regulations to the City of Ontario Development Code is also discussed. The policies and procedures for the City's review and approval of specific development projects proposed within CenterPark subsequent to Specific Plan approval are established in this section.

SECTION 7 - DESIGN GUIDELINES

The CenterPark Design Guidelines, which are intended to direct the site planning, landscaping, and architectural quality of the development are established in this section. Streetscapes, entries, edge treatments, walls and fencing, lighting, signage and architectural design are some of the features to be addressed in the Design Guidelines.

SECTION 8 - IMPLEMENTATION

The policies and procedures for the City's review and approval of specific development proposals, within the CenterPark Specific Plan, are established in this section. This section provides the methods and procedures for interpreting and amending the CenterPark Specific Plan as necessary. A summary of project financing and project maintenance responsibilities for new development within the Specific Plan area is provided in this section.

SECTION 9 - GENERAL PLAN CONSISTENCY

This section provides a matrix comparing the goals and policies of The Ontario Plan 2050 (TOP) applicable to the Specific Plan and the consistency of the CenterPark Specific Plan to each policy of The Ontario Plan 2050.

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SECTION 2: INTRODUCTION

The CenterPark Specific Plan is a comprehensive plan for development of a balanced community consisting of neighborhood commercial, varied residential and a variety of open space uses on approximately 258 acres in the City of Ontario. The site is located within a region known as the Ontario Ranch, which is transitioning from historical agricultural uses to urban development. The site is bounded by a SCE Easement located approximately 330 ft. north of Ontario Ranch Road, and by Campus Avenue on the west and Walker Avenue on the east.

CenterPark is designed in a village concept comprised of several distinct residential neighborhoods, all located within walking and biking distance to mixed-use areas and public and private parks. The Community is focused around a large centrally located regional park that comprises approximately 56.0 acres and extends from Campus Avenue on the western boundary across the entire site to the eastern boundary at Walker Avenue. This central regional park is part of a larger, City-wide parkland element that connects the City's Grand Park on the eastern end of the Ontario Ranch to the future Mixed-Use activity area designated on The Ontario Plan 2050 (TOP) at the southeast corner of Ontario Ranch Road and Euclid Avenue.

2.1 PURPOSE AND INTENT OF THE SPECIFIC PLAN

The purpose and intent of the CenterPark Specific Plan is to comprehensively describe the proposed commercial, residential and open space/recreational land uses planned for the project site. An ordinance adopting the CenterPark Specific Plan establishes the zoning for the proposed planned development and defines the permitted uses, development regulations, design guidelines governing future development as well as the procedures and requirements to approve and implement that development in a manner consistent with the City of Ontario Plan (TOP) General Plan.

The purpose and intent of the CenterPark Specific Plan is established on the following guiding principles:

- Establish a comprehensive land use plan and development standards designed to address the unique features of the Specific Plan area;
- Implement the City's goals and policies as established in The Ontario Plan (TOP) for the Specific Plan area and establish a mechanism for the implementation of the AG/SP zoning designation for the Specific Plan area;
- Establish design guidelines to guide the City's review and approval of subsequent development applications for Mixed-use and residential development projects such as subdivision maps, development plans, landscape plans, grading plans, and building plans; and
- Provide a plan that ensures development of the Specific Plan area is accomplished in a uniform and cohesive manner.

2.2 SPECIFIC PLAN VISION AND OBJECTIVES

The vision for CenterPark is established through the following key objectives which will result in the design and development of a traditional, walkable community that encourages an outdoor lifestyle, promotes interaction among neighbors and provides a sense of place and community identity for residents.

2.2.1 Objective: Design CenterPark as a Living Community

CenterPark is designed as a livable community consisting of unique neighborhood commercial and retail development, distinct residential neighborhoods and a park and open space system that are functional, emphasize social interaction and are identifiable through implementation of the following community design features:

- Locally serving commercial neighborhood designed to be identifiable to the surrounding community and integrated into the overall planned development, visually and physically connected.
- A traditional village setting comprised of a series of neighborhoods designed with a pattern of smaller, walkable blocks that promote access, activity and safety.
- Neighborhood streets designed in a simple grid-like system creating short blocks to promote a neighborhood feeling.
- Streets incorporating traffic-calming techniques such as landscaped areas adjacent to roadways and City approved intersection chokers intended to encourage drivers to reduce their speed and create a pedestrian friendly environment.
- Landscaped parkways adjacent to sidewalks separated from the curb to create a pedestrian friendly environment.
- Diversity in architectural design and homes fronting the street with varying lot sizes to enhance the pedestrian experience and instill a sense of place and belonging for residents.
- A choice of housing types provided to address a diversity of lifestyles and varying economic segments of the marketplace.
- Residential floor plans that encourage views onto the street, de-emphasize the visual and physical dominance of garages and provide front porches and courtyards along the street to encourage interaction and activity along streets and sidewalks.
- A system of parks providing active and passive recreation facilities, passive open space areas and walkway connections for informal neighborhood interaction.
- Pedestrian and bicycle connectivity among all residential neighborhoods, areas and parks within CenterPark through a comprehensive network of pedestrian walkways and bicycle trails offering opportunities for walking and biking throughout the entire community and to destinations outside of the community.

2.2.2 Objective: Create a Comprehensive Circulation System for Multiple Modes of Travel

Street design within CenterPark strengthens connectivity and enhances community identity through improvements to the public right of way such as entry monuments, street trees, landscaped parkways, decorative street lighting and street furniture. Parks and open space areas are connected with the surrounding neighborhoods by walkways and trails providing connectivity and accessibility to future residents and the general public. The plan for CenterPark provides a system of streets designed for the safe and efficient movement of automobiles while also improving walkability and biking opportunities through the following community design features:

- Neighborhood street patterns that provide access between neighborhoods and discourage through traffic.
- A local street system that is logical and understandable for the user avoiding circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials.
- Streets designed to include landscaped parkways and pedestrian walkways separated from the street encourage walking and social interaction.
- Local streets designed to slow vehicular traffic to promote walkability through the use of traffic-calming devices, landscaped areas adjacent to streets and narrowed intersections to influence a driver's peripheral vision and encourage drivers to proceed more slowly.
- A system of City-wide and local bike ways integrated into the design of the community to encourage bicycle travel as an alternative to the automobile.
- Neighborhoods and parks that are linked by pedestrian paths and greenways which also serve to establish connective and gathering features within and between neighborhoods in the CenterPark Specific Plan area.

2.2.3 Objective: Provide for City-Planned Public Community Facilities and Services

The CenterPark Specific Plan provides for the development of required public facilities to serve the community as follows:

- New water, sewer, storm drain and water quality facilities consistent with City's Technical Master Plans.
- Development of new bike paths as part of project development providing links of a public bike trail system consistent with the City's Bikeway Master Plan.
- Provision of 56 acres of regional open space – parkland to allow for a centrally located regional public open space facility.
- Development of new on-site parks at a ratio of 2 acres of developed park space per 1,000 residents including the development of private parks within the community and smaller pocket parks within each neighborhood.

2.2.4 Objective: Integrate Parks and Trails into the Framework of CenterPark

The master plan for CenterPark will provide new parks, trails and landscaped open space areas to enhance the public realm and provide outdoor recreational opportunities for residents of CenterPark and the surrounding community as follows:

- Provision of a central regional park to include recreational amenities such as playgrounds, gathering areas, walking trails and other public amenities consistent with the City of Ontario programming for future public parks and subject to the approval of the Community Development Director.
- Development of privately maintained neighborhood parks, community facilities, pocket parks and open space trails and walkways within each neighborhood.
- Proposed amenities will include open park spaces, passive and active park areas and greenbelts to provide a diversity of open spaces that meet the needs of the community.
- Improvement of landscaped open space within the neighborhood edges to include pedestrian trails adjacent to public arterial and collector streets.

2.2.5 Objective: Compose "A Genius of Place" through Exceptional Planning and Distinct Architecture

Diverse and varied architecture combined with comprehensive site planning within CenterPark will produce neighborhoods that have aesthetic and functional harmony, preserve residents' privacy and encourage neighborhood interaction. The Design Guidelines for CenterPark provides a strong sense of place through the following community design features.

- Architectural theme and place-making incorporated into buildings, streetscape furniture/ design elements, lighting and signage creating an overall community character.
- Individual interpretation of the overall intended community character within the commercial center and individual neighborhoods to encourage diversity of architecture within an overall planned aesthetic theme.
- Homes designed at a human scale with porches, stoops and walkways providing gathering places for neighbors and encouraging interaction among neighbors.
- A variety of home styles within the Specific Plan area, all of which are located within walking and biking distance to the parks.
- Homes oriented to the street and comprised of a variety of architectural styles adding interest to the street scene, creating a unique walking experience and encouraging neighborhood interaction along the street.
- Traditional building types with views of garage doors minimized through setback requirements, location, design elements and landscaping.
- Streets linked together in a manner which is pedestrian-friendly but also auto-accessible enabling residents to either walk or bike from neighborhoods to the parks.

2.3 PROJECT SUMMARY

The CenterPark Land Use Plan is outlined in Section 1's **Table 1-1, Land Use Plan Summary** and described below.

2.3.1 Mixed-use Development

Mixed-Use development comprised of 10% Office with a maximum floor area ratio (FAR) of 0.70, 20% Retail with a maximum floor area ratio (FAR) of 0.30 and 70% Residential with a maximum density of 35 dwelling units per acre, is allowed. The Ontario Plan (TOP) allows up to 135,110 sq. ft. of office development, 115,809 sq. ft. of retail development and a maximum of 1,086 residential dwelling units within the Mixed-Use Planning Area of the CenterPark Specific Plan.

2.3.2 Residential Uses

A variety of residential housing types may be developed up to 5 stories maximum height. The maximum allowable units within the CenterPark Specific Plan is not to exceed 4,293 units. The blending of residential densities within the plan is encouraged as long as the density within any one planning area does not exceed 35 du/ac in the mixed-use zone and does not exceed 25 du/ac in the overall Specific Plan area.

The following housing types are allowed within the Specific Plan area:

- **Conventional SFD - 2 Story**. This housing type includes conventional single family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with 1 and 2 story buildings.
- **Small Lot/Cluster SFD - 2/3 Story**. This housing type includes conventional single-family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with buildings up to 3 stories tall.
- **Attached SFA - 2 Story**. This housing type includes duplexes/paired homes, triplexes, townhomes/ rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 2 stories tall.
- **Attached SFA - 3 Story**. This housing type includes duplexes/paired homes, triplexes, townhomes/ rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 3 stories tall.
- **Attached SFA/Multi-Family - 3+ to 5 Story**. This housing type includes attached homes, including condominium and apartment developments, with buildings greater than 3 stories tall with a maximum of 5 story buildings.

2.3.3 Parks, Trails and Open Space

The CenterPark open space concept is oriented around a large public regional park comprised of 55.98 acres. The plan includes a system of private parks that will be well distributed throughout the Specific Plan area, within the residential neighborhoods. Each private park will have a minimum of 0.25 acres and include a variety of facilities to serve the needs of the future residents.

Enhanced neighborhood edges will include pedestrian walkways providing connectivity to and from the Specific Plan area and to the street, separated public sidewalks, private pedestrian walkways and pathways to be developed within the community, connecting all residential neighborhoods to the central park and several private parks.

Parks provided on-site will be consistent with TOP. Actual required park acreage will be determined at the time of tentative tract map approval.

An overall Conceptual Open Space Plan and Program will be developed and approved concurrently with each subdivision map in each Planning Area. At a minimum the plan will indicate the location and size of parks proposed within the map area and will include proposed amenity features within the area to be mapped as well as amenity program listing the proposed facilities for the private amenities within the remainder of the Specific Plan area.

The Grand Park will be designed and constructed per the Ontario Grand Park Conceptual Master Plan. The developer and the City of Ontario will work together to ensure that the public regional park will be constructed concurrently with the build-out of the Specific Plan in a phased manner. The details of this partnership will be included in the development agreement accompanying the approval of the Specific Plan.

2.4 AUTHORITY AND REQUIREMENTS

2.4.1 Authority

State of California Government Code, Title 7, Division 1, Chapter 3, Article 8, Section 65453 and 65353 grants authority to cities to adopt Specific Plans for purposes of implementing the goals and policies of their General Plans. The Government Code specifies that Specific Plans may be adopted either by resolution or by ordinance and that the Specific Plan is required to be consistent with the General Plan. When adopted by the City of Ontario by ordinance, the CenterPark Specific Plan shall establish the land use and zoning regulations for development of the Specific Plan area.

2.4.2 Statutory Requirements of the Specific Plan

California Government Code Section 65451 mandates that a Specific Plan be structured as follows:

1. A Specific Plan shall include a text and a diagram or diagrams, which specify all of the following in detail:
   - The distribution, location and extent of the uses of land, including open space, within the area covered by the plan;
   - The proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan;
   - Standards and criteria by which improvements will proceed, standards for the conservation, development and utilization of natural resources, where applicable;
   - A program of implementation measures including regulations, programs, public works projects and the financing measures necessary to carry out 1, 2 and 3 above;
   - A statement of the relationship of the Specific Plan to The Ontario Plan (TOP) - General Plan.

The CenterPark Specific Plan meets the requirements of the State of California Government Code.

2.5 RELATIONSHIP TO THE ONTARIO PLAN (TOP) AND ZONING

2.5.1 *The Ontario Plan (Policy Plan)*

The Ontario Plan (TOP) designates the Specific Plan area for the following land uses:

- Mixed-use development comprised of 10% Office with a maximum floor area ratio (FAR) of 0.70, 20% Retail with a maximum floor area ratio (FAR) of 0.30 and 70% Residential with a maximum density of 35 dwelling units per acre, is allowed. The Ontario Plan (TOP) allows up to 135,110 sq. ft. of office development, 115,809 sq. ft. of retail development and a maximum of 1,086 in mixed-use units.
- Medium Density Residential (11.1 to 25.0 dwelling units per acre) with a minimum of 1,603 residential units and a maximum development capacity of 3,207 residential units. The CenterPark Specific Plan proposes a maximum average overall density of 22.0 units per the TOP Adjusted Gross Acreage consistent with the City's TOP policies. The table below provides a breakdown of the number of units allowed per Planning Area.
- A 55.98 acre public regional park within the CenterPark Specific Plan.
- Private improved parks at a ratio of 2 acres per thousand population. The CenterPark Specific Plan provides for development of private parks, greenbelts and trails consistent with the City's TOP policies.

The CenterPark Specific Plan Land Use Plan is consistent with The Ontario Plan 2050 (TOP). For more detailed information, see the Policy Consistency Matrix in Section 9.

2.5.2 *Zoning*

The City of Ontario has zoned the Specific Plan area as SP/AG (Specific Plan/AG preserve).

The zoning designation of "SP" requires approval of a Specific Plan to implement the goals, policies and objectives of The Ontario Plan. The CenterPark Specific Plan is designed to meet the requirements of the State of California Government Code and The Ontario Plan. The City of Ontario will adopt the CenterPark Specific Plan by ordinance, thereby establishing the land use and zoning regulations for the development of the Specific Plan area. The requirements of the Specific Plan shall take precedence over the City of Ontario Development Code. In instances where the Specific Plan is silent, the City of Ontario Development Code shall prevail.

2.6 DEVELOPMENT APPROVAL

COMPONENTS

The components of the development approval process for projects within CenterPark are discussed below.

2.6.1 Specific Plan

The CenterPark Specific Plan, when adopted, provides the land use and development standards and zoning regulations for the Specific Plan area. It serves as a "blueprint" for development by establishing the distribution of land use and criteria for development as set forth herein. The CenterPark Specific Plan also serves as the legal document to implement the General Plan goals, objectives and policies established in The Ontario Plan for the Specific Plan area.

2.6.2 Development Agreement

Unless developed in a coordinated manner and with adequate fiscal planning, development projects within the City are likely to present a challenge in their implementation due to the lack of existing public facilities that include streets, sewage, transportation, drinking water, schools and utility facilities. California law establishes a mechanism for ensuring the adequate provision of such facilities while providing assurances to applicants that, upon project approval, applicants can proceed with their projects.

Approval of the CenterPark Specific Plan will be followed by an application for approval of development agreements to encourage investment in and commitment to comprehensive planning as envisioned by the City, which seeks to maximize efficient utilization of resources at the least economic cost to the public. A statutory development agreement, authorized pursuant to California Government Code Sections 65869.5 et seq., shall be required as part of the approval of the CenterPark Specific Plan.

The development agreements shall include, but not be limited to, methods for financing acquisition and construction of infrastructure, acquisition and development of adequate levels of parkland and schools, as well as the provision of adequate housing opportunities for various segments of the community consistent with the City's regional housing needs assessments.

The above mentioned development agreements must be fully approved prior to or concurrent with the approval of any Tentative Tract Map submitted within this Specific Plan area.

2.6.3 Subdivision Maps

A tentative tract map(s) will be submitted by the applicant for approval by the City of Ontario for the CenterPark Specific Plan area indicating the approximate location of lot lines, streets and proposed grading. Following approval by the City of the tentative tract map(s), a final map(s) will be prepared for acceptance by the City. The final map(s) becomes a legal document that is recorded and defines legal parcels and lots that can be sold for development.

2.6.4 *Development Plan Review*

All development proposals for individual Planning Areas within the CenterPark Specific Plan will be subject to the Development Plan Review process pursuant to the City's Development Code.

2.7 CEQA COMPLIANCE

A Project Environmental Impact Report (EIR) prepared for the City of Ontario for the CenterPark Specific Plan, in accordance with the California Environmental Quality Act (CEQA), evaluates impacts associated with the Specific Plan and subdivision map(s). The EIR recommends mitigation measures to reduce impacts of the project to a less than significant level. The EIR serves as the required CEQA environmental review for the Specific Plan and provides a basis for the required CEQA environmental review of all subsequent discretionary and ministerial actions.

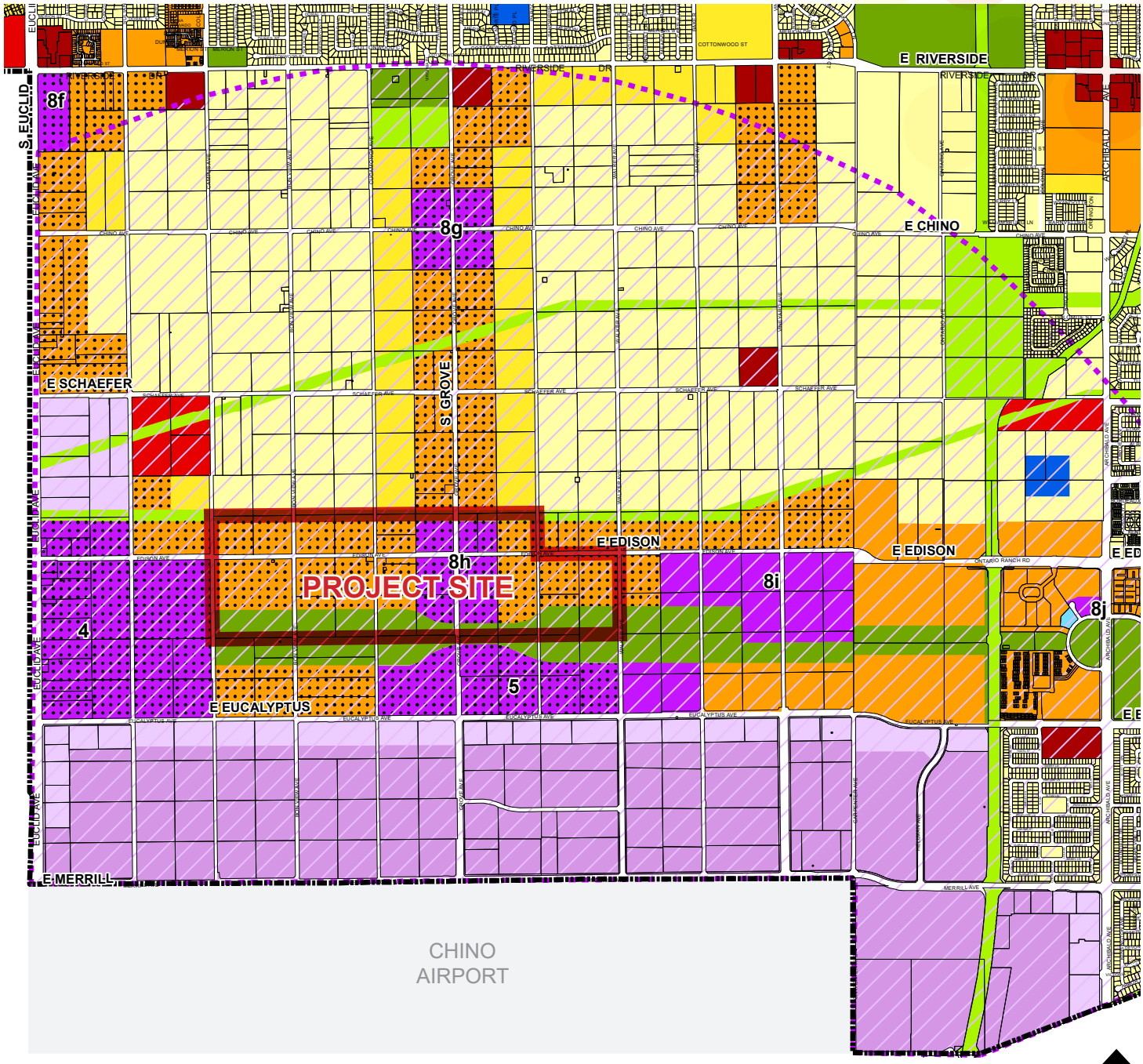
2.8 AIRPORT INFLUENCE AREAS

ONTARIO INTERNATIONAL AIRPORT

The Ontario International Airport Land Use Compatibility Plan (ONT ALUCP) was adopted by the Ontario City Council on April 19, 2011. The purpose of a compatibility plan is to avoid conflicts between airport operations and surrounding land uses. The Specific Plan area is not within the safety, noise impact or airspace protection zones of the ONT ALUCP; however, it is within the Airport Influence Area, as is the entire City of Ontario.

CHINO AIRPORT

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The Specific Plan is located within the Airport Influence Area of Chino Airport, Overflight Notification Zone and Airspace Protection Zone.



LEGEND

Residential
- Rural (0 - 2 du/ac)
- Low Density (2.1 - 5 du / ac)
- Low-Medium Density (5.1 - 11 du / ac)
- Medium Density (11.1 - 25 du / ac)
- High Density (25.1 - 45 du / ac)

Mixed Use
- Mixed Use

Retail/Service
- Neighborhood Commercial (0.4 FAR)
- General Commercial (0.4 FAR)
- Office Commercial (0.75 FAR)
- Hospitality (1.0 FAR)

Employment
- Business Park (0.6 FAR)
- Industrial (0.55 FAR)

Other
- Open Space - Non-Recreation
- Open Space - Parkland
- Open Space - Water
- Public Facility
- Public School
- Airport
- Rail
- Landfill

Overlays
- Business Park
- Industrial
- Landfill Impact Area
- AH - Affordable Housing
- Chino AIA - Chino Airport Influence Area

EXHIBIT 2-1 CHINO AIRPORT INFLUENCE AREA

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SECTION 3: EXISTING CONDITIONS

This section, Existing Conditions, describes the existing physical conditions within and surrounding the CenterPark Specific Plan.

3.1 PROPERTY OWNERSHIPS

The CenterPark Specific Plan area is comprised of approximately 246.1 adjusted gross acres, excluding additional dedications to expand current roadways to the ultimate master planned ROW and required neighborhood edges per the City of Ontario Master Plan of Streets. The Specific Plan area consists of twenty eight parcels under ten different ownerships. The recorded parcels within the CenterPark Specific Plan are shown on **Exhibit 3-1, Assessor's Parcel Numbers**.

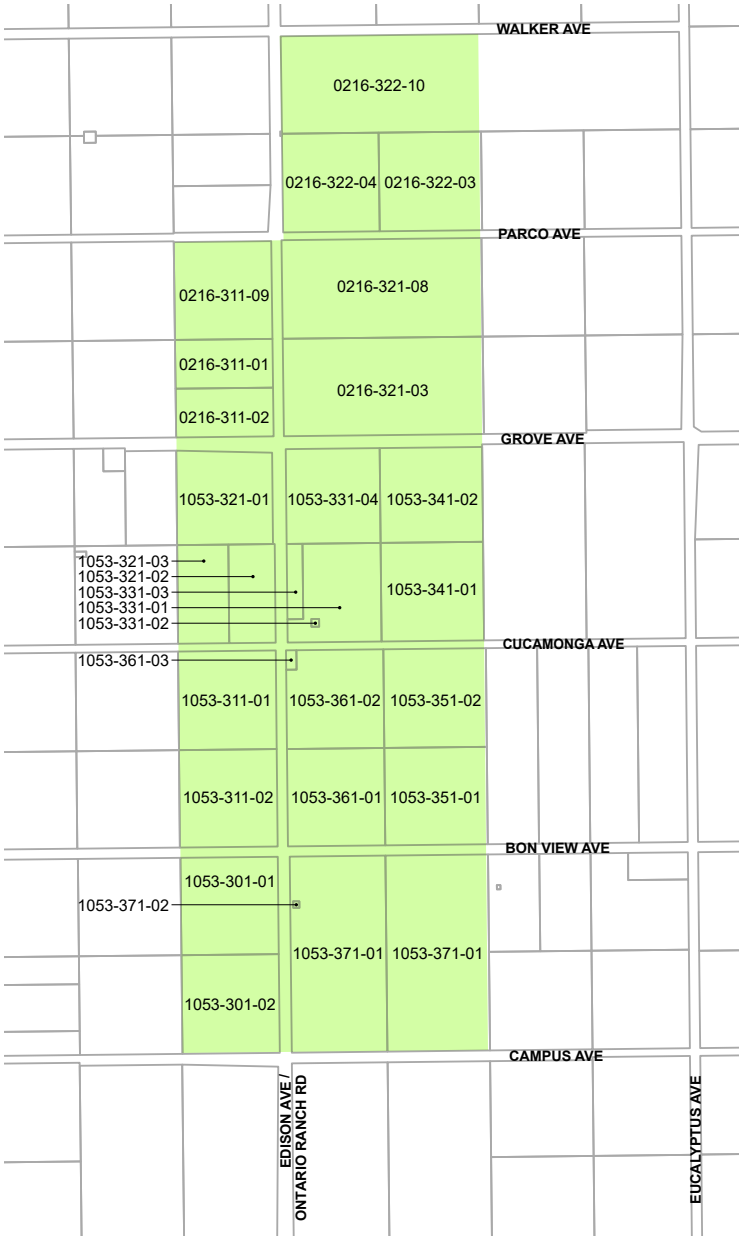
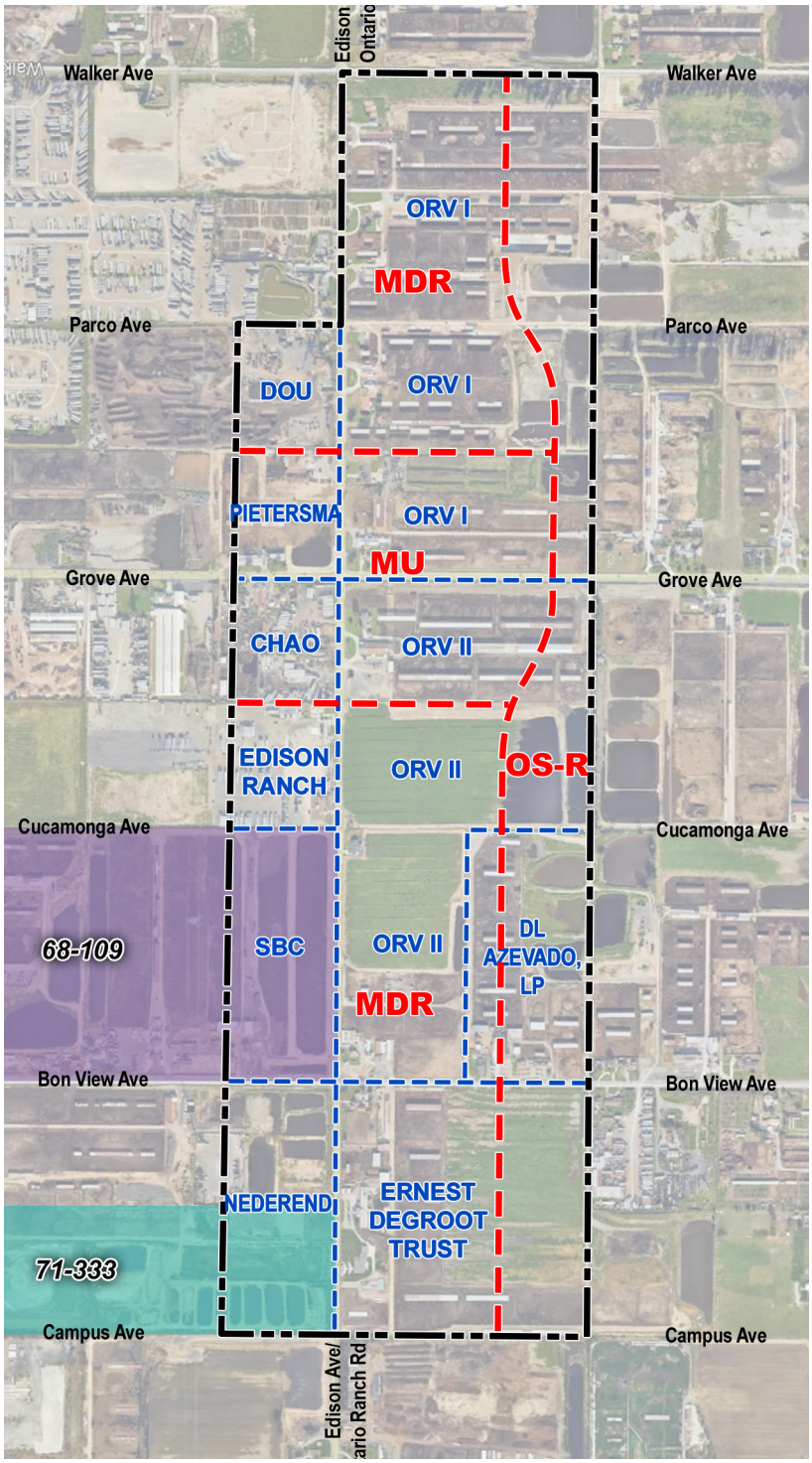


EXHIBIT 3-1 ASSESSOR'S PARCEL NUMBERS

3.2 WILLIAMSON ACT CONTRACTS

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contract with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments that are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

The Williamson Act Program is designed as a mechanism for the preservation of agricultural and open space lands in the State of California. The 258 acres of the Specific Plan area do not have active Williamson Act Contracts. The current property ownership and status of the agricultural contracts are shown on **Exhibit 3-2, Property Ownership and Williamson Act Contract Status**.



EXPIRATION DATES:

- 2027
- 2028

EXHIBIT 3-2 PROPERTY OWNERSHIP AND WILLIAMSON ACT CONTRACT STATUS

3.3 EXISTING ON SITE IMPROVEMENTS

The CenterPark Specific Plan area has historically been used for agricultural purposes, primarily for dairy and field crop farming. The Specific Plan area is generally undeveloped with existing agricultural operations and rural residences scattered throughout the area, as illustrated on **Exhibit 3-3, Existing and Surrounding Land Uses**. Rural residential housing, farm buildings and other ancillary facilities occupy those areas not in active agricultural production. The natural vegetation and soil conditions that once occurred throughout the project area have been significantly altered through agricultural uses, leaving little or no native vegetation.

There are several dairy farm related buildings and structures within the project site that are considered potential historic resources by the City of Ontario. Dairy farm related buildings and structures over 45 years or older have been identified, documented and evaluated for national, state and local historic significance as part of the environmental review for the project.

Properties with buildings and/or structures that have been surveyed and determined to meet local and state designation criteria, will be considered for adaptive reuse, relocation or other mitigation measures as required by the City of Ontario Historic Preservation Commission.

3.4 SURROUNDING LAND USE CHARACTERISTICS

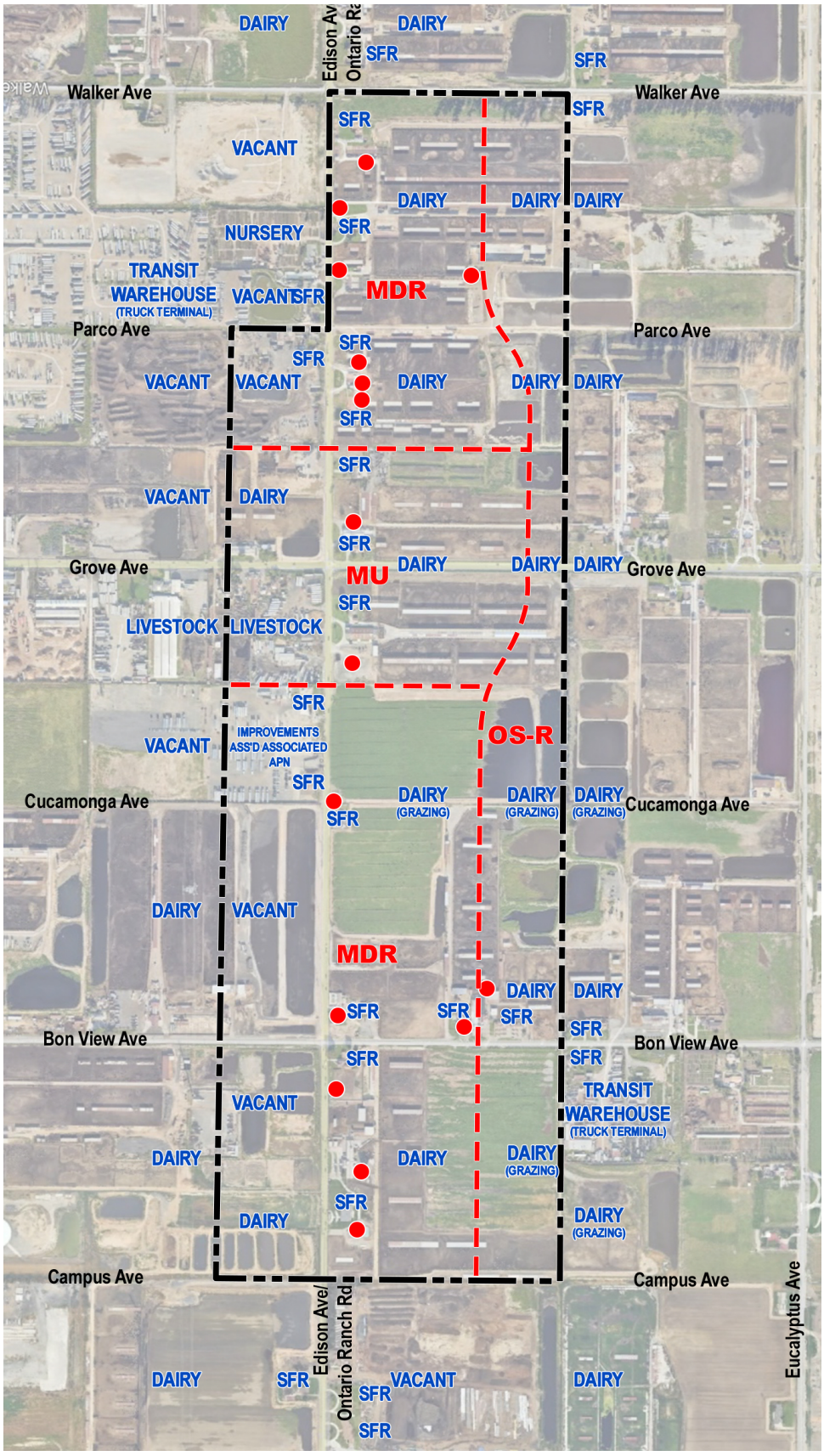
Land uses adjacent to the Specific Plan area include:

- North: Nursery/Field Crops, Dairy Operations and Rural Residential
- South: Dairy Operations and Rural Residential
- West: Field Crops, Dairy Operations and Rural Residential
- East: Field Crops, Dairy Operations and Rural Residential

The Ontario Plan (TOP) designates the undeveloped areas located north of the Specific Plan area as Low Density Residential (LDR), Low Medium Density Residential (LMDR) and Medium Density Residential (MDR).

The area to the west of the Specific Plan area is designated as Medium Density Residential (MDR) and Mixed-Use (MU), and the area to the east of the Specific Plan area is designated as Medium Density Residential (MDR) and Recreational Open Space (OS-R) and is within the Chino Airport Overlay area.

The current TOP land use designations for the undeveloped areas located south of the Specific Plan are Recreational Open Space (OS-R), Mixed-Use (MU) and Medium Density Residential (MDR) and they are within the Chino Airport Overlay area.



EXISTING TOP LAND USE BOUNDARIES

EXISTING WELLS

EXHIBIT 3-3 EXISTING AND SURROUNDING LAND USES

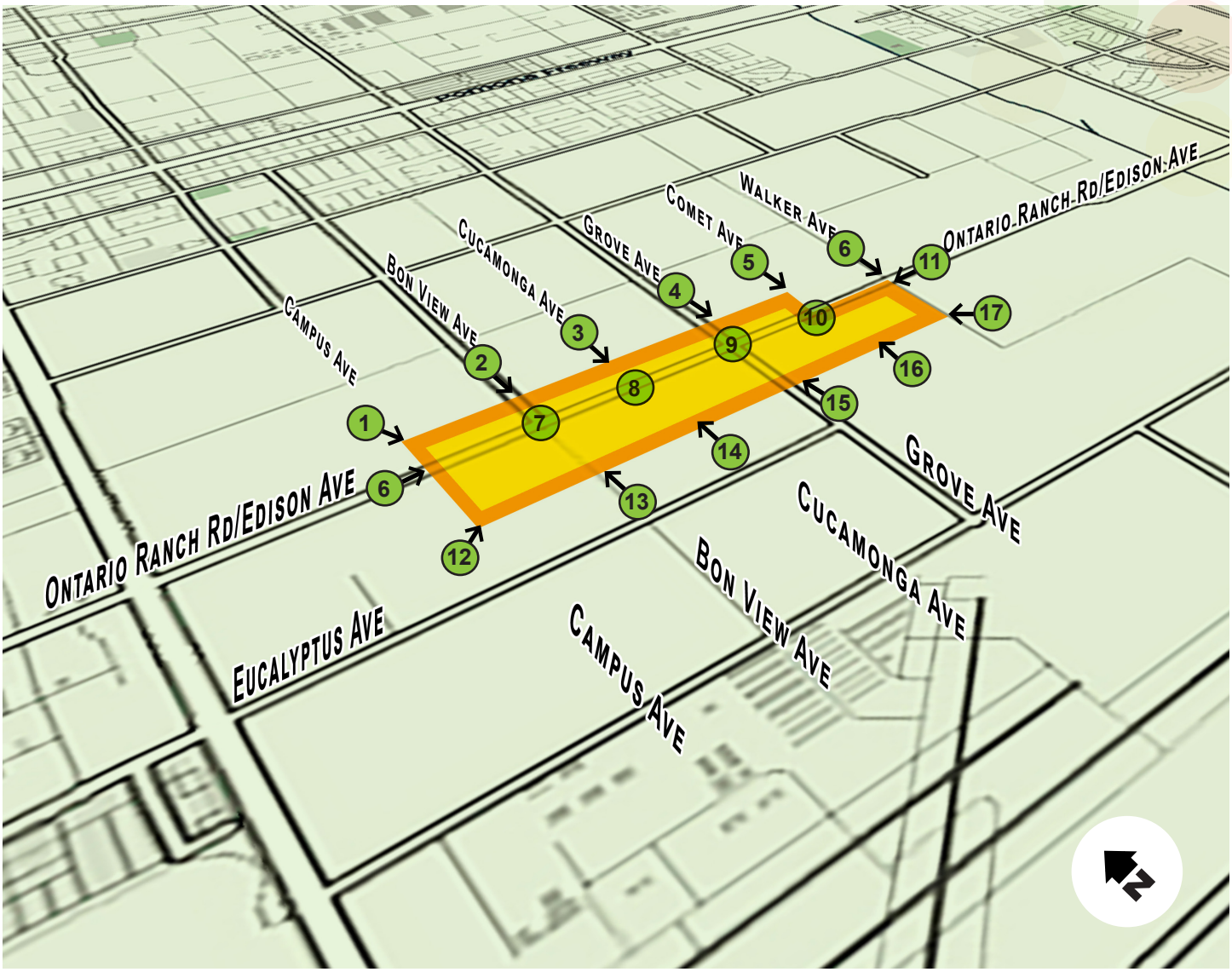


EXHIBIT 3-4 EXISTING CONDITIONS KEYMAP

1 Views of intersection between Campus Ave and SCE Easement

2 Views of intersection between Bon View Ave and SCE Easement

3 Views of intersection between Cucamonga Ave and SCE Easement

4 Views of intersection between Grove Ave and SCE Easement

5 Views of intersection between Parco Avenue and SCE Easement

6 Views of intersection between Campus Ave and Ontario Ranch Rd

7 Views of intersection between Bon View Ave and Ontario Ranch Rd

8 Views of intersection between Cucamonga Ave and Ontario Ranch Rd

9 Views of intersection between Grove Ave and Ontario Ranch Rd

10 Views of intersection between Parco Avenue and Ontario Ranch Rd

11 Views of intersection between Walker Ave and Ontario Ranch Rd

12 Views of intersection between Campus Ave and (future) City of Ontario Grand Park

13 Views of intersection between Bon View Ave and (future) City of Ontario Grand Park

14 Views of intersection between Cucamonga Ave and (future) City of Ontario Grand Park

15 Views of intersection between Grove Ave and (future) City of Ontario Grand Park

16 Views of intersection between Parco Avenue and (future) City of Ontario Grand Park

17 Views of intersection between Walker Ave and (future) City of Ontario Grand Park

3.5 TOPOGRAPHY

The Specific Plan area is relatively flat and generally slopes to the south as illustrated on **Exhibit 3-5, Existing Site Topography**. The site falls at an average slope of approximately 0.8% to 2.0%. The Specific Plan area generally drains to the south towards Eucalyptus Avenue, and into the Lower Cucamonga Spreading Grounds.

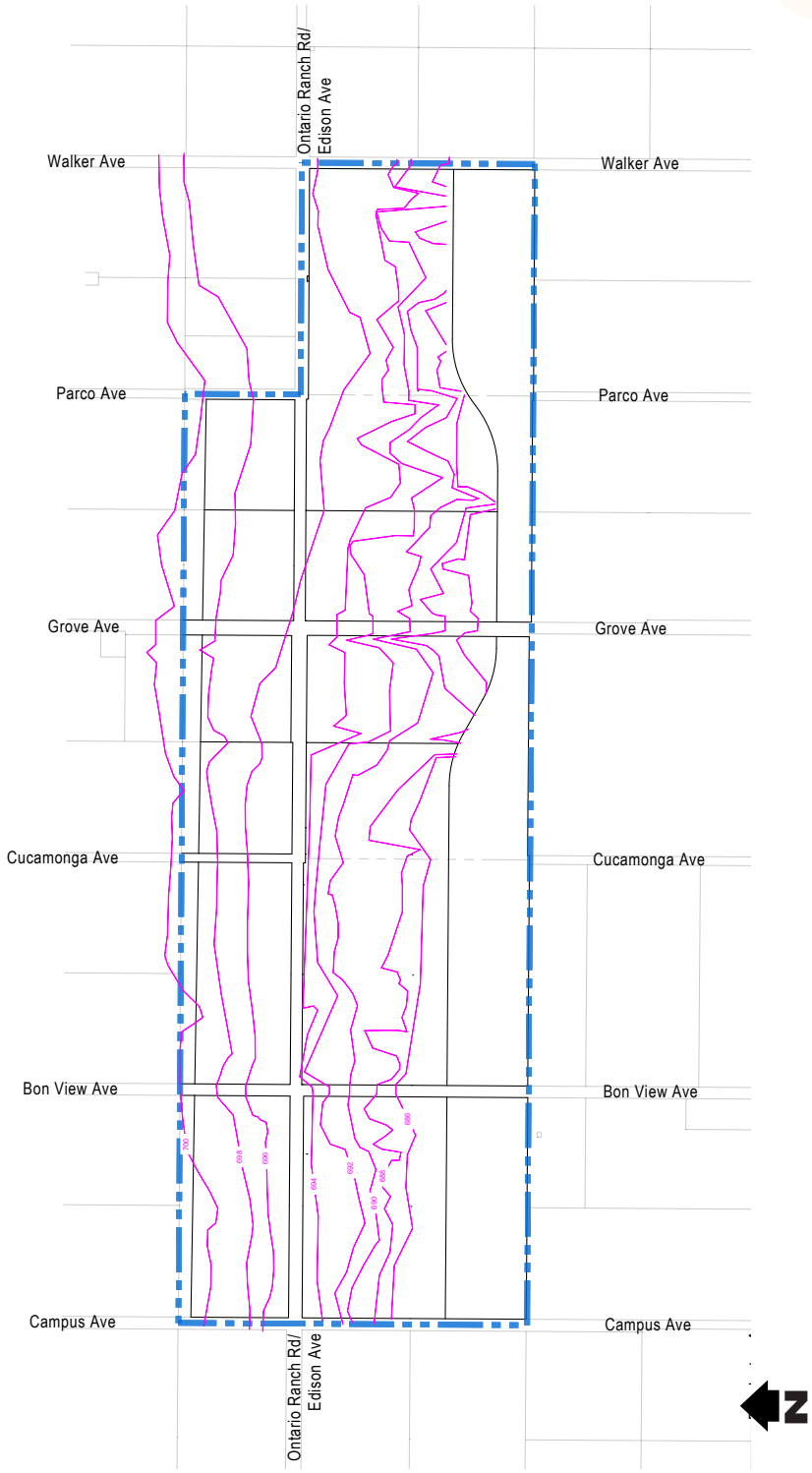


EXHIBIT 3-5 EXISTING SITE TOPOGRAPHY

3.6 EXISTING CIRCULATION AND ACCESS

- State Route 60 (SR 60) is located two and one quarter miles north of the CenterPark Specific Plan. Currently the Specific Plan area connects to SR 60 through two major streets. These are Vineyard Avenue, located 1/2 mile east of the Specific Plan area, and Grove Avenue, which is located west of the Specific Plan area. Proposed on-site circulation improvements are discussed in greater detail in *Section 4, Land Use Plan*.

- Ontario Ranch Road is designated as an "8-Lane Other Principal Arterial Road" (160 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan and bisects the northern portion of the CenterPark Specific Plan boundary in an east/west direction. The existing Ontario Ranch Road is two paved lanes for east and west bound traffic with unpaved shoulders.

- Grove Avenue is designated as a "4-Lane Other Principal Arterial Road with multipurpose trail" (124 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. It bisects the CenterPark Specific Plan boundary in a north/south direction. The existing Grove Avenue is two paved lanes for north and south bound traffic with paved shoulders on each side.

- Walker Avenue is designated as a "2-Lane Collector Street" (88 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. It borders the CenterPark parcel to the east.

- Campus Avenue is designated as "4-Lane Minor Arterial Road" (108 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. Campus Avenue borders the CenterPark parcel to the west and it's currently a narrow rural paved roadway.

- Bon View Avenue is designated as "2-Lane Collector Street" (66 ft. ROW) in the 'Functional Roadway Classification' of the Master Plan of Streets and Highways, which is part of The Ontario Plan. Bon View Avenue traverses the CenterPark parcel to the west and it's currently a narrow rural paved roadway.

- South Cucamonga Avenue and Parco Avenue are shown on the TOP Land Use plan, but are not part of the City's street master plan. They will be designed as Local Streets (60 ft. ROW). These streets are not currently paved or are partially paved in the general vicinity of the CenterPark Specific Plan. South Cucamonga Avenue and Parco Avenue are proposed to terminate at the north end of the Grand Park. The existing ROWs will be abandoned within the Grand Park property and to the south.

3.7 EXISTING INFRASTRUCTURE /UTILITIES / PUBLIC SERVICES

3.7.1 Potable Water

The Specific Plan area lies within the 925 Pressure Zone. An existing 16-inch and 24-inch water main, located in Eucalyptus Avenue, provides water to the existing development to the south of the CenterPark Specific Plan. The developer of the CenterPark Specific Plan is responsible for extending water lines in the City master planned collector streets north to the Specific Plan area. On-site uses within the Specific Plan area are currently served by private wells, as illustrated on **Exhibit 3-3, Existing and Surrounding Land Uses**.

Upon development of the well site areas, these wells, or any other wells found on the property, will be abandoned per California Department of Water Resources Health Guidelines and the City of Ontario Guidelines. In compliance with the Chino Basin Water Master's Well Procedure for Developers, a well use/ destruction plan and schedule for all existing private/agricultural wells shall be submitted to the City of Ontario for approval prior to the issuance of permits for any construction activity. If a private well is actively used for water supply, the Developer shall submit a plan to abandon such well and connect users to the City's water system (residential to the domestic water system and agricultural to the recycled water system) when available. Wells shall be destroyed/abandoned per the California Water Resource Guidelines and require permitting from County Health Department. A copy of such permit shall be provided to the Engineering and Ontario Municipal Utilities Company (OMUC) prior to issuance of grading and/or building permits. If the Developer proposes temporary use of an existing agricultural well for purposes other than agriculture, such as grading, dust control, etc., the developer shall make a formal request to the City of Ontario for such use prior to issuance of permits for any construction activity. Upon approval, the Developer shall enter into an agreement with the City of Ontario and pay any applicable fees as set forth by the agreement. Existing wells may be converted to groundwater monitoring wells if feasible, at the City's discretion.

3.7.2 Recycled Water

The existing rural residential and agricultural development within the CenterPark Specific Plan area has available recycled water. There is an existing 30" IEUA (Inland Empire Utilities Agency) recycled water line in Ontario Ranch Road, within the Specific Plan area, extending from the eastern boundary at Walker Avenue to Bon View Avenue and southerly in Bon View to Eucalyptus Avenue outside of the Specific Plan boundary. The developer of the CenterPark Specific Plan is responsible for connecting to these existing recycled water lines.

3.7.3 Sewer

Existing on-site residences utilize septic tanks and subsurface disposal fields. Prior to grading operations, existing septic tanks and subsurface disposal fields will need to be abandoned in accordance with the State of California Department of Health Services requirements. A City sewer main located in Merrill Avenue connects to the City sewer lines in the City master planned collector streets (Campus, Bon View, Grove and Walker Avenues). The developer of the CenterPark Specific Plan is responsible for extending sewer lines in the City master planned collector streets north to the Specific Plan area.

3.7.4 Drainage

The City of Ontario storm drain system is generally unimproved throughout the Specific Plan area and consists primarily of open earthen swales along area roadways.

Cucamonga Creek Channel, a major flood control channel, provides regional protection for conveying urban storm waters to the Prado Dam Basin.

3.7.5 Electricity

The CenterPark Specific Plan area is located within the service territory of Southern California Edison Company (SCE). Electrical facilities will be underground per Municipal Code.

3.7.6 Natural Gas

The Southern California Gas Company (SCG) provides natural gas service within the area near the Specific Plan.

3.7.7 Communication Systems

Frontier Communications provides telephone service within the CenterPark Specific Plan area.

3.7.8 Solid Waste

The City of Ontario Public Works Agency provides solid waste collection and disposal to newly developed areas by request.

3.8 HYDROLOGY

Since most of the CenterPark Specific Plan area has been in agricultural use, only a limited portion of the site is now covered with impervious surfaces. Normal rainfall to the area is able to percolate through on-site soils and does not result in high volumes of surface runoff, typically associated with urban use.

Ground waters within the area, as a whole, contain high concentrations of salt, attributable to historic agricultural activities such as dairy farming. The high organic content of on-site soils has contributed incrementally to the degradation of surface and groundwater quality.

3.9 GEOLOGY AND SOILS

There are two primary soil deposits present within the boundary of the CenterPark Specific Plan. The youngest surficial deposit, Eolian sands (Qhs), is comprised of wind-blown sands having fine to medium-sized grains. These loose sands form sheets and low-dune deposits that have been stabilized by vegetation. These deposits are exposed in the eastern portion of the Ontario Ranch area and extend westward to an area defined generally by a diagonal line extending from Harrison Avenue within Riverside County on the south to Vineyard Avenue on the north. The second youngest surficial unit, a mediumgrained Holocene alluvium (Qhm), is present west of the Eolian sand. These are unconsolidated deposits of fine-to-course-grained sand with interbeds of gravel and silt.

The Specific Plan area contains delhi and hillmar loamy fine sands, as mapped by the United States Department of Agriculture, Soil Conservation Service in 1971 and 1980. Delhi series soils have been used for agriculture, primarily for grapes and citrus, since the 1800's. Additional detailed geologic and soils information for the Specific Plan area is contained in the CenterPark Specific Plan Environmental Impact Report.

3.10 SEISMICITY

In accordance with the California Building Code, the development within the CenterPark Specific Plan area will follow procedures and regulations designed to ensure that all development occurs in a safe manner relative to those known hazards. The CenterPark Specific Plan Environmental Impact Report contains detailed seismic information including a seismicity analysis of the Specific Plan area.

3.11 VEGETATION

The Specific Plan area has been extensively used for agricultural operations including dairy and field crop uses. Those areas not in active agricultural production are occupied by rural residential housing or are vacant. The natural vegetation and soil conditions that once occurred throughout the Specific Plan area have been significantly altered through the agricultural uses, leaving little or no native vegetation. The CenterPark Specific Plan Environmental Impact Report contains additional analysis of the vegetation conditions within the Specific Plan area.

3.12 EXISTING NPDES COMPLIANCE

In the existing conditions, NPDES requirements are enforced under the Agricultural Permit issued by the State Water Resources Control Board (Developer to verify the Agency).

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SECTION 4: LAND USE PLAN

This section of the CenterPark Specific Plan discusses the land uses proposed within the CenterPark development. Land uses include the residential, commercial/mixed-use, retail, office, parks and open space, and community facility components planned for CenterPark.

4.1 COMMUNITY DESIGN

A strong sense of place or community identity is established for CenterPark through comprehensively planned relationships between developed open space and urban development. This Genius of Place creates a designed natural open space framework, interacting with mixed retail and office centers which anchor traditional residential neighborhoods Collectively these neighborhoods provide a variety of housing types designed around a traditional grid pattern of streets and sidewalks. Off-street bike trails and an off-street multi-use trail provide safe corridors for bicycle access throughout the CenterPark community.

Residential and mixed-use developments shall front Grand Park. No walls shall be incorporated on the frontage of the park.

4.2 MIXED-USE PLANNING AREAS

Mixed-use development is allowed in Planning Areas 4, 5, 10 and 11. These Mixed-use Planning Areas will allow for development of neighborhood retail uses at a maximum 0.30 FAR and office uses at a maximum 0.70 FAR, intended to meet the needs of the surrounding community.

The maximum allowable retail development is 115,809 sq. ft. and the maximum office development is 135,110 sq. ft. and the maximum residential development is 1,086 units within the Specific Plan Mixed-Use Planning Areas. Mixed-Use Planning Areas in CenterPark allow for up to 70% of the area to be developed as higher density residential uses with a maximum density of 35 dwelling units per acre.

The residential uses will complement the office and retail development and increase the variety of living choices within the western area of Ontario Ranch.

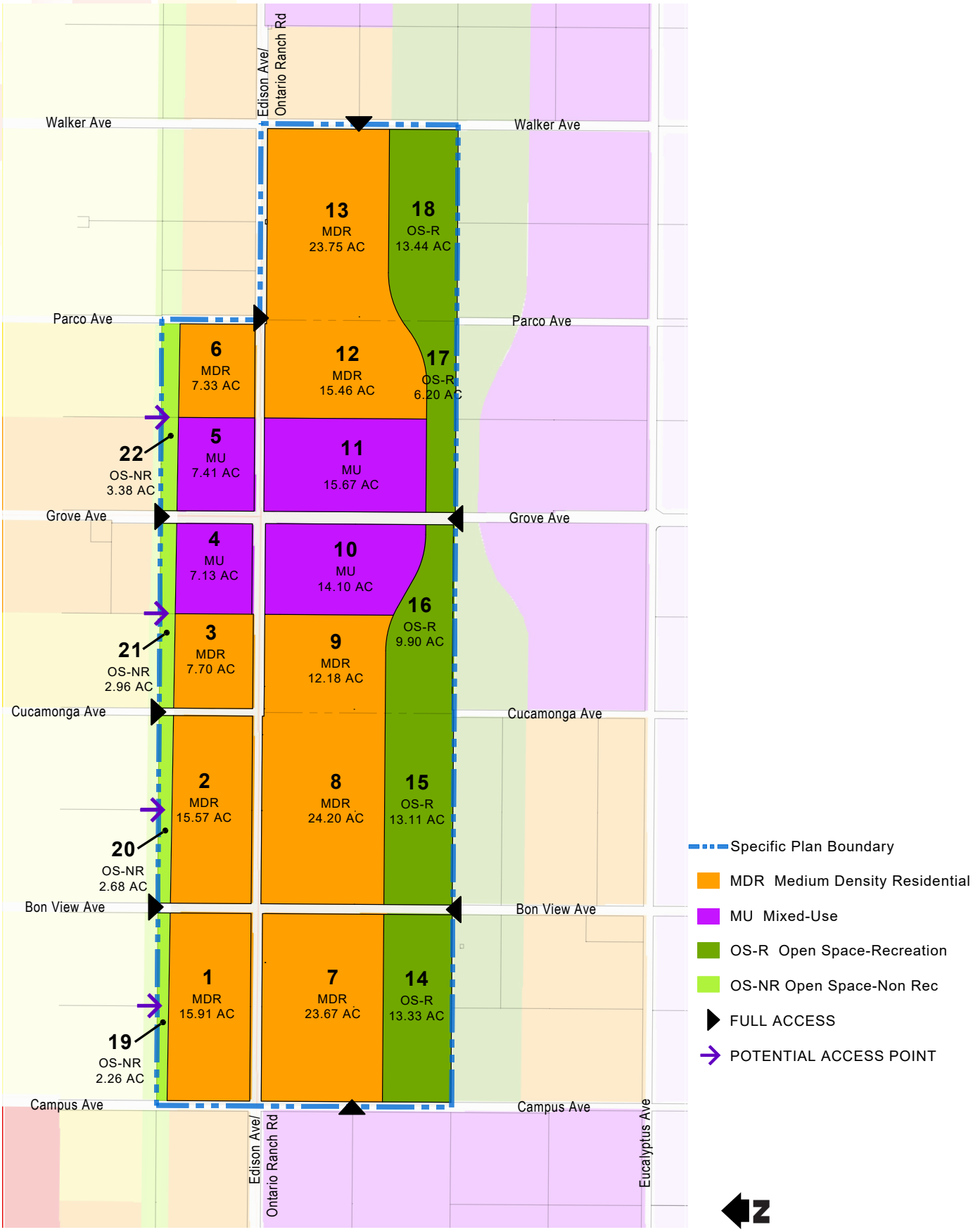

EXHIBIT 4-1 LAND USE PLAN

PA	LAND USE	TOP 2050 ACREAGE	DENSITY PER EIR	MAXIMUM UNITS	MAXIMUM RETAIL	MAXIMUM OFFICE
1	MDR (11.1 - 25.0 DU/AC)	15.91 AC	22.0 DU/AC	350 DU		
2	MDR (11.1 - 25.0 DU/AC)	15.57 AC	22.0 DU/AC	343 DU		
3	MDR (11.1 - 25.0 DU/AC)	7.70 AC	22.0 DU/AC	169 DU		
4	MIXED-USE RESIDENTIAL	4.99 AC	35.0 DU/AC	175 DU		
4	MIXED-USE RETAIL	1.43 AC			18,635 SF	
4	MIXED-USE OFFICE	0.71 AC				21,741 SF
5	MIXED-USE RESIDENTIAL	5.19 AC	35.0 DU/AC	182 DU		
5	MIXED-USE RETAIL	1.48 AC			19,367 SF	
5	MIXED-USE OFFICE	0.74 AC				22,595 SF
6	MDR (11.1 - 25.0 DU/AC)	7.33 AC	22.0 DU/AC	161 DU		
7	MDR (11.1 - 25.0 DU/AC)	23.67 AC	22.0 DU/AC	521 DU		
8	MDR (11.1 - 25.0 DU/AC)	24.20 AC	22.0 DU/AC	532 DU		
9	MDR (11.1 - 25.0 DU/AC)	12.18 AC	22.0 DU/AC	268 DU		
10	MIXED-USE RESIDENTIAL	9.87 AC	35.0 DU/AC	345 DU		
10	MIXED-USE RETAIL	2.82 AC			36,852 SF	
10	MIXED-USE OFFICE	1.41 AC				42,994 SF
11	MIXED-USE RESIDENTIAL	10.97 AC	35.0 DU/AC	384 DU		
11	MIXED-USE RETAIL	3.13 AC			40,955 SF	
11	MIXED-USE OFFICE	1.57 AC				47,781 SF
12	MDR (11.1 - 25.0 DU/AC)	15.46 AC	22.0 DU/AC	340 DU		
13	MDR (11.1 - 25.0 DU/AC)	23.75 AC	22.0 DU/AC	523 DU		
	RESIDENTIAL TOTAL	**176.79 AC**	**24.3 DU/AC**	**4,293 DU**		
	RETAIL TOTAL	**8.86 AC**			**115,809 SF**	
	OFFICE TOTAL	**4.43 AC**				**135,110 SF**
14	OS-R (PARKLAND)	13.33 AC				
15	OS-R (PARKLAND)	13.11 AC				
16	OS-R (PARKLAND)	9.90 AC				
17	OS-R (PARKLAND)	6.20 AC				
18	OS-R (PARKLAND)	13.44 AC				
19	OS-NR (NON-RECREATION)	2.26 AC				
20	OS-NR (NON-RECREATION)	2.68 AC				
21	OS-NR (NON-RECREATION)	2.96 AC				
22	OS-NR (NON-RECREATION)	3.38 AC				
	OPEN SPACE TOTAL	**67.26 AC**				
	PROJECT TOTAL	**257.34 AC**	**16.7 DU/AC**	**4,293 DU**	**115,809 SF**	**135,110 SF**

RETAIL in Mixed-Use areas = 20% of Mixed-Use acreage x 0.30 FAR

OFFICE in Mixed-Use areas = 10% of Mixed-Use acreage x 0.70 FAR

TABLE 4-1 LAND USE PLAN SUMMARY

4.3 RESIDENTIAL PLANNING AREA

Residential development is allowed in the MDR Planning Areas 1, 2, 3, 6, 7, 8, 9, 12 and 13. A variety of residential uses are allowed in CenterPark. The maximum number of allowed units within the the Mixed-Use component is 1,086 units and 3,207 units within the Residential planning areas of the Specific Plan for a total maximum of 4,293 units with varied densities encouraged to be developed into smaller neighborhoods. Several housing types may be developed within a specific planning area and may be blended to allow an overall density up to 25 du/ac. The blending of residential densities within the plan is encouraged as long as the density within any one planning area does not exceed 35 du/ac.The Specific Plan allows for a variety of housing types up to 5 stories maximum height.

The following housing types are allowed within the Specific Plan area:

CONVENTIONAL SFD – 1 & 2 STORY

This housing type includes conventional single family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with 1 and 2 story buildings.

SMALL LOT/CLUSTER SFD – 2 & 3 STORY

This housing type includes conventional detached single-family neighborhoods, traditional single-family and cluster SFD neighborhoods, including condominium developments, with buildings up to 3 stories tall.

ATTACHED SFA – 2 STORY

This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 2 stories tall.

ATTACHED SFA – 3 STORY

This housing type includes duplexes/paired homes, triplexes, townhomes/rowtowns and stacked flats, including condominium and apartment developments, with buildings up to 3 stories tall.

ATTACHED SFA/MULTI-FAMILY – 3+ TO 5 STORIES

This housing type includes attached homes, including condominium and apartment developments, with buildings greater than 3 stories tall with a maximum of 5 story buildings.

4.4 RECREATIONAL OPEN SPACE

Recreational Open Space uses are planned within Planning Areas 14, 15, 16, 17 and 18. There are 55.98 acres of the Specific Plan which are designated for Recreational Open Space (OS-R). This area has been designated to be part of the City of Ontario Grand Park.

LANDSCAPE PLANNING

Landscape and architectural improvements within the City of Ontario Grand Park, including planting, hardscaping and recreational amenities within these Planning Areas will be consistent with the City of Ontario Grand Park Master Plan. The final improvements within the Grand Park will submitted as part of a Development Plan application to be reviewed and approved by the City.

SECTION 5: INFRASTRUCTURE

The infrastructure, utilities and public services to be provided, as part of the development of the CenterPark Specific Plan, are discussed in this section.

5.1 CIRCULATION

The Circulation Plan for CenterPark implements the surrounding Master Plan streets identified by the City of Ontario and provides access to the neighborhood commercial and residential planning areas within the Specific Plan boundaries. Within the site, a traditional, grid-like street system reinforces the overall community character and design. In addition to providing safe and efficient movement of vehicular traffic through the project, the Circulation Plan also provides a safe environment for pedestrian movement and bicycle traffic to reduce the reliance on the automobile as a means of travel. Transit stops and bus turnouts shall be provided as required by the City of Ontario and Omnitrans along the Master Plan streets, which are within the CenterPark Specific Plan area. The **Exhibit 5-1, City of Ontario Road Classification System** establishes the hierarchy and general location of roadways within CenterPark.

The hierarchy of streets, established by the City's framework, is further developed within the Specific Plan boundary with a safe and efficient network of public neighborhood streets and private streets. Internal vehicular access and circulation is shown in **Exhibit 5-2, Conceptual Circulation Plan**. The street alignments shown are conceptual; and the final street alignments within the Specific Plan will be determined with TTM approval.

The minimum design speeds to be used for centerline curve radii, super elevation, corner and approach sight distances, vertical and horizontal alignment and sight distances for the Master Plan streets are listed below:

Grove Ave.	50 m.p.h.
Walker Ave.	45 m.p.h.
Ontario Ranch Rd.	50 m.p.h.
Campus Ave.	45 m.p.h.
Bon View Ave.	45 m.p.h.

5.1.1 Master Plan Roadways

The project site includes three City of Ontario arterial roadways, as identified in *Figure M-01, Roadway Classification Plan* of the Policy Plan, providing access to and from the site. Ontario Ranch Road bisects the site in an east/west direction, Grove Avenue bisects the site in a north/south direction and Walker Avenue borders the project site on the east. The site also includes two City of Ontario collector roadways, as identified in *Figure M-01, Roadway Classification Plan*. Bon View Avenue traverses the site in a north/south direction and Campus Avenue borders the project site on the west.

Phasing and construction of the improvements shall be implemented as required by the City Engineer and pursuant to the mitigation measures identified in the EIR and the conditions of approval adopted with the approval of tentative maps for the project. Locations and construction of bus turnouts are required within the project to the satisfaction of the City of Ontario and Omnitrans.

Additional right-of-way may be required to accommodate additional left turn and right turn lanes at intersections based on required queue lengths per the Traffic Impact Analysis/Specific Plan EIR.

The developer shall construct half-to-full width roadway improvements on project frontage streets including off-site improvements as follows:

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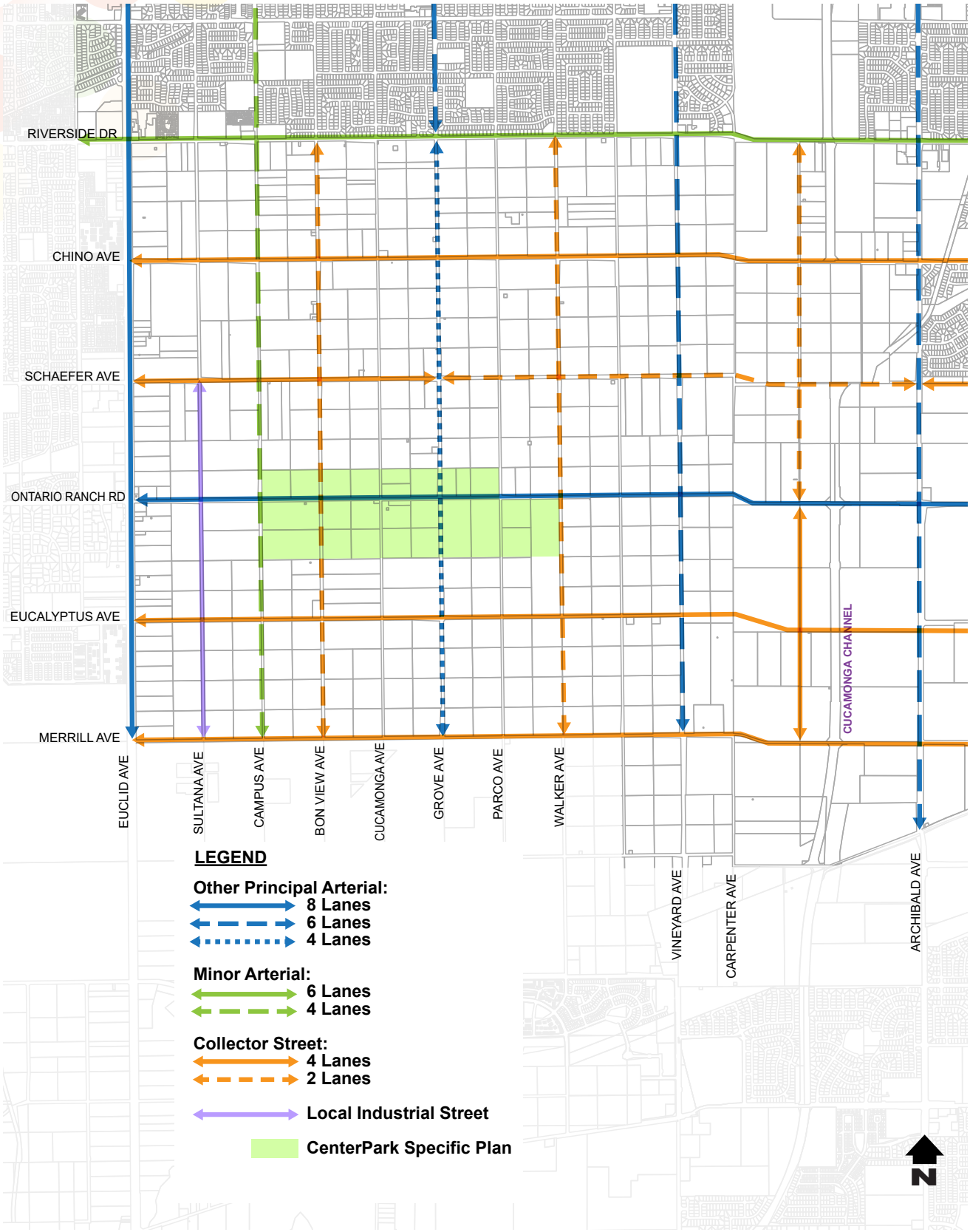
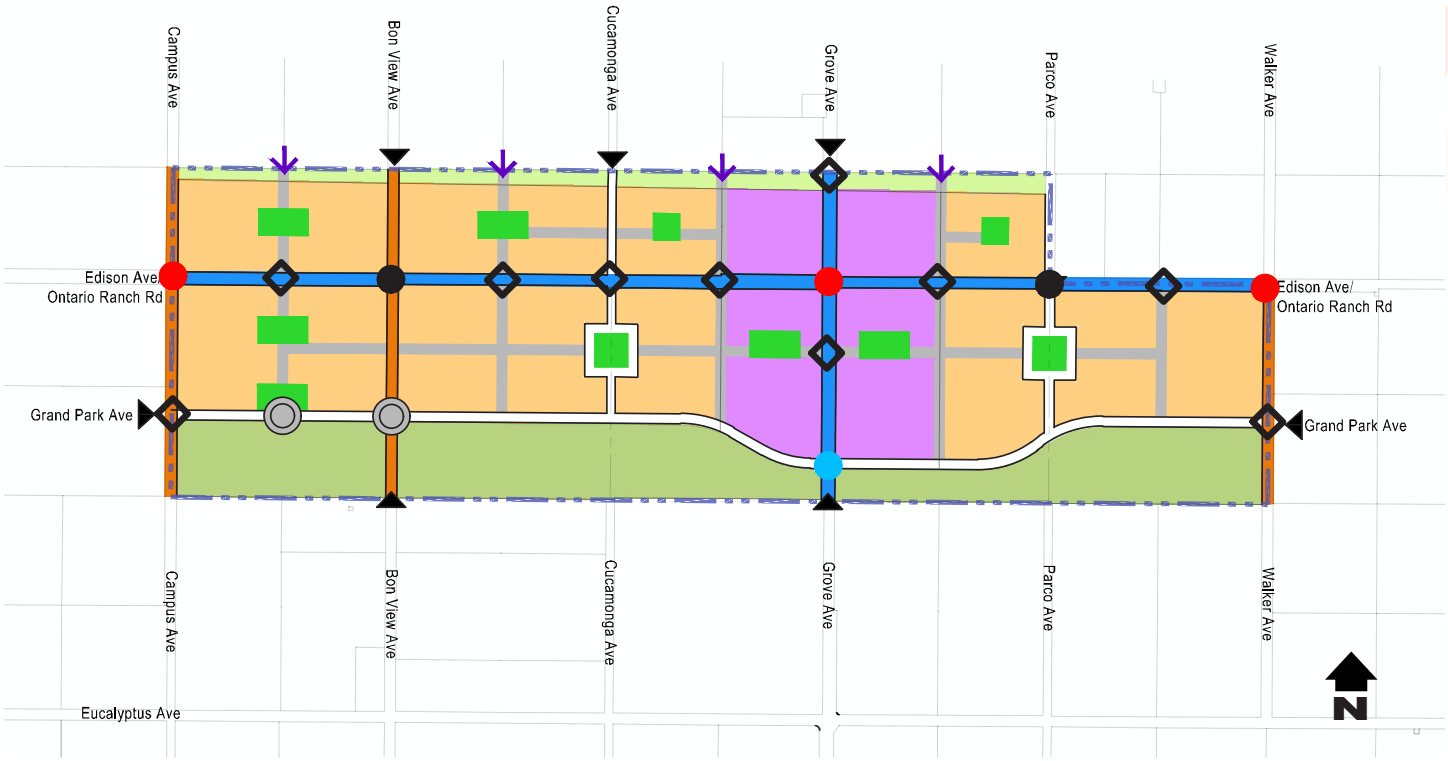


EXHIBIT 5-1 CITY OF ONTARIO ROAD CLASSIFICATION SYSTEM



- SPECIFIC PLAN BOUNDARY
- FULL ACCESS
- POTENTIAL ACCESS POINT
- ARTERIAL STREET
- COLLECTOR STREET
- LOCAL NEIGHBORHOOD STREET
- PRIVATE NEIGHBORHOOD STREET
- NEIGHBORHOOD PARK (CONCEPTUAL LOCATION)
- ROUND-A-BOUT (CONCEPTUAL LOCATION)
- 1/2 MILE DIF SIGNAL
- 1/4 MILE DIF SIGNAL
- 1/4 MILE NON-DIF SIGNAL
- POTENTIAL TRAFFIC SIGNAL LOCATION

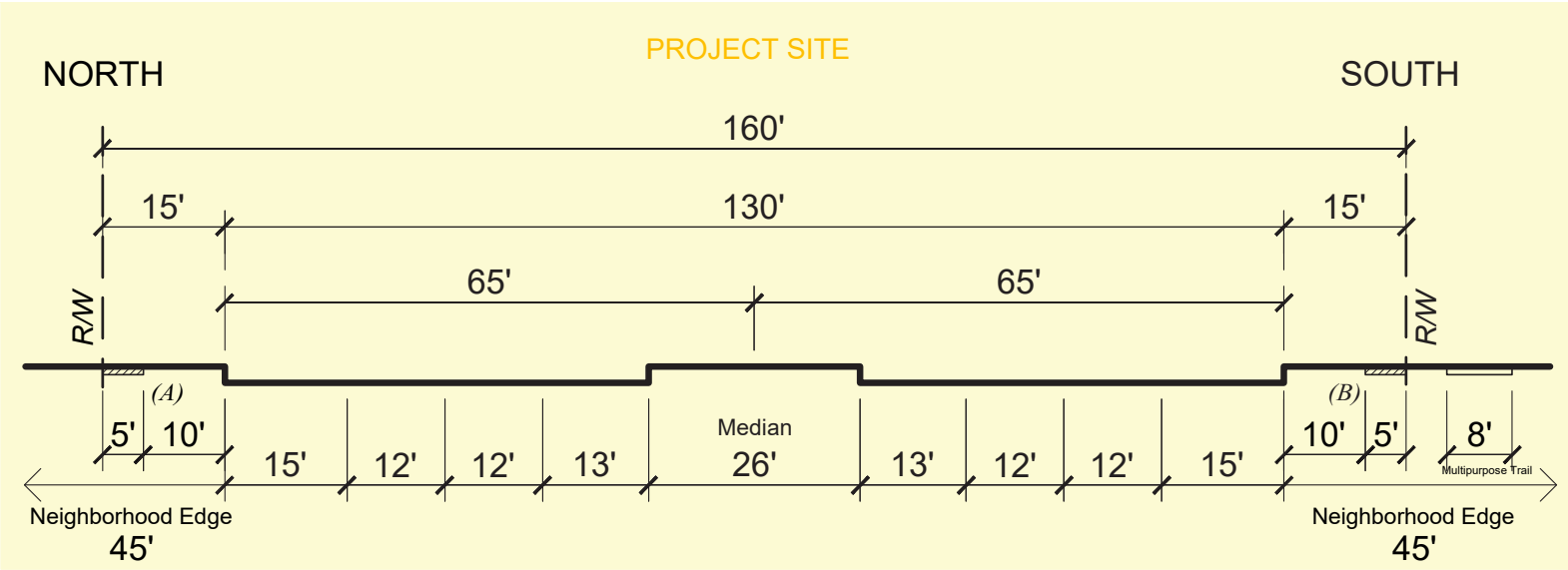
NOTES:

1. Traffic signal locations are based on The Ontario Plan traffic model and the City's Development Impact Fee (DIF) Program for ½ mile and ¼ mile locations. The potential traffic signal locations may or may not be needed in the locations shown based on the results and recommendations of traffic studies prepared for implementing development projects.
2. Additional traffic signals may be required based on the locations of future tract entries.
3. Enhanced pedestrian crossings will be required along Grand Park Avenue as necessary to facilitate pedestrian connectivity from the Grand Park to the residential developments.

EXHIBIT 5-2 CONCEPTUAL CIRCULATION PLAN

5.1.1.1 Ontario Ranch Road

The Mobility Element of the Policy Plan (*Figure M-01 Roadway Classification Plan*) designates Ontario Ranch Road as an "8-Lane Other Principal Arterial" (160 ft. ROW). Ontario Ranch Road is also considered as a truck route and it extends along the north boundary of the Specific Plan area and will provide access to CenterPark. The proposed improvements to Ontario Ranch Road are illustrated on **Exhibit 5-3, Ontario Ranch Road**. Parking is prohibited along Ontario Ranch Road. Refer to **Exhibit 5-3** for minimum street improvements required by the CenterPark Specific Plan.



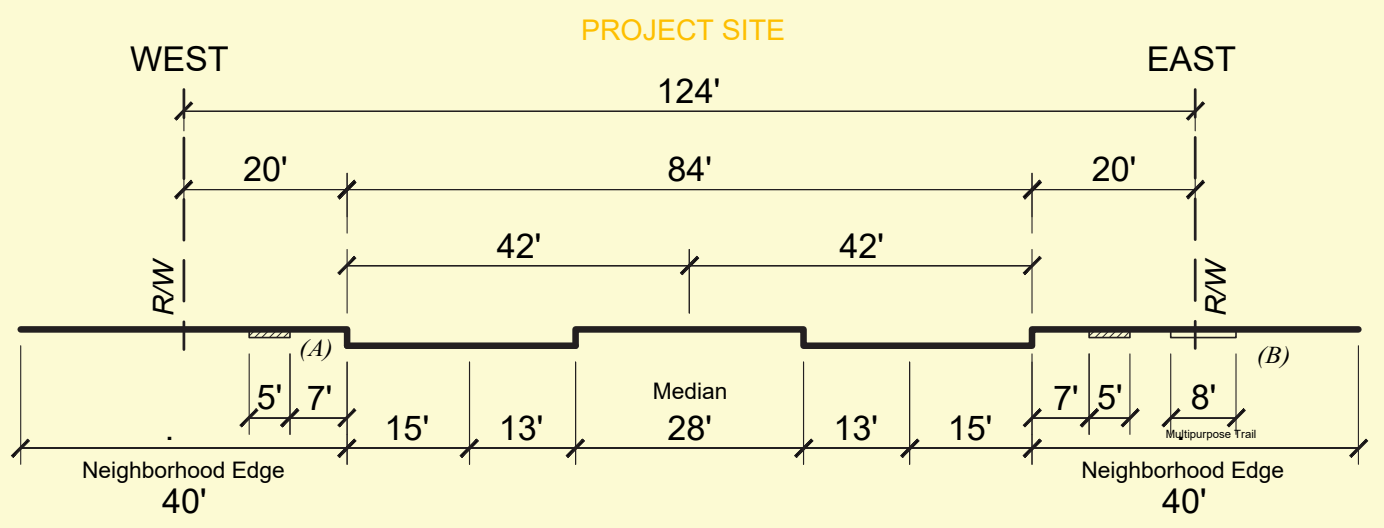
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
(B) Includes Both Sidewalk and Multipurpose Trail.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-3 ONTARIO RANCH ROAD

5.1.1.2 Grove Avenue

Grove Avenue is a designated "4-Lane Other Principal Arterial Road with multipurpose trail" (124 ft. ROW). Grove Avenue will provide access to and from CenterPark and traverses the project site in a north/south direction. Grove Avenue will be improved as depicted on **Exhibit 5-4, Grove Avenue.** Parking is prohibited on Grove Avenue. Grove Avenue shall provide multi-use trail lanes on the east side of the roadway, within the Specific Plan area. Refer to **Exhibit 5-4** for minimum street improvements required by the CenterPark Specific Plan.



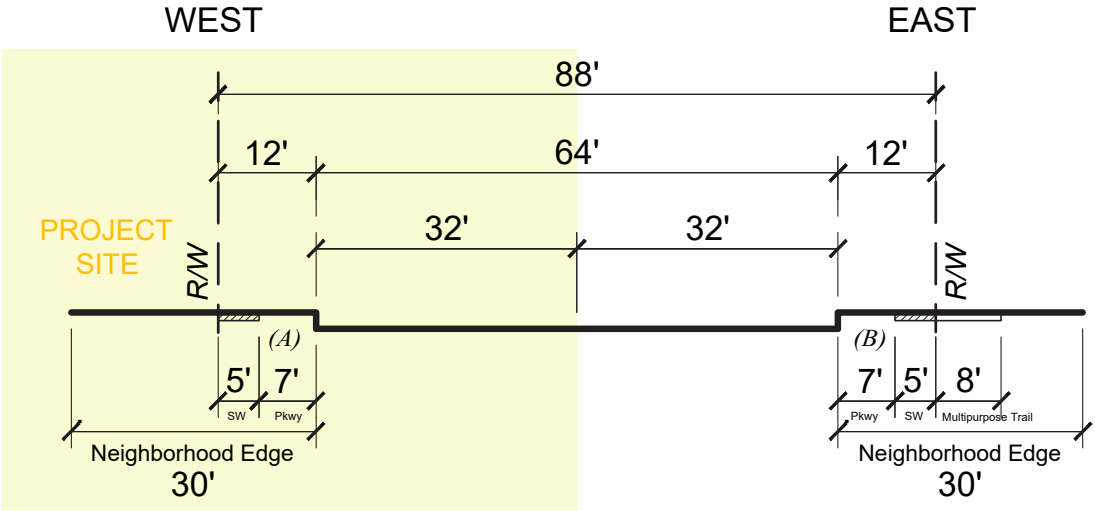
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-4 GROVE AVENUE

5.1.1.3 Walker Avenue

Walker Avenue is designated in the General Plan as a "2-Lane Collector Street" (88 ft. ROW). Walker Avenue will provide access to and from CenterPark along the eastern boundary of the project site. Walker Avenue will be improved as depicted on **Exhibit 5-5, Walker Avenue**. Parking is prohibited on Walker Avenue. Refer to **Exhibit 5-5** for minimum street improvements required by the CenterPark Specific Plan.



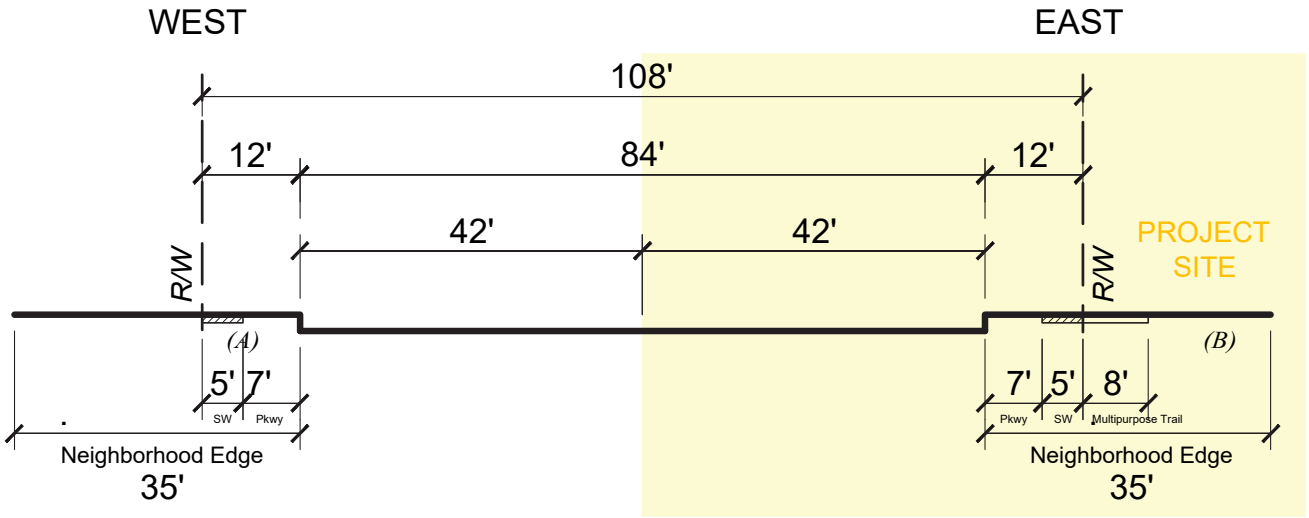
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
(B) Includes Both Sidewalk and Multipurpose Trail.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-5 WALKER AVENUE

5.1.1.4 Campus Avenue

Campus Avenue is designated in the General Plan as a "4-Lane Minor Arterial Road" (108 ft. ROW). Campus Avenue will provide access to and from CenterPark along the western boundary of the project site. Campus Avenue will be improved as depicted on **Exhibit 5-6, Campus Avenue**. Parking is prohibited on Campus Avenue. Refer to **Exhibit 5-6** for minimum street improvements required by the CenterPark Specific Plan.



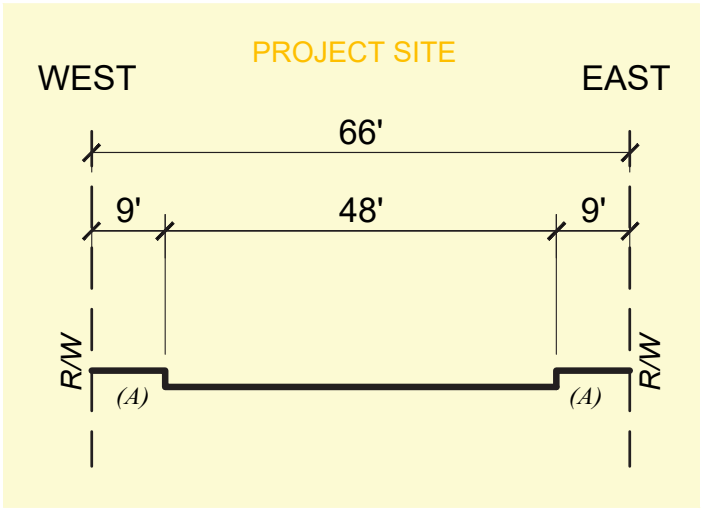
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
(B) Includes Both Sidewalk and Multipurpose Trail.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

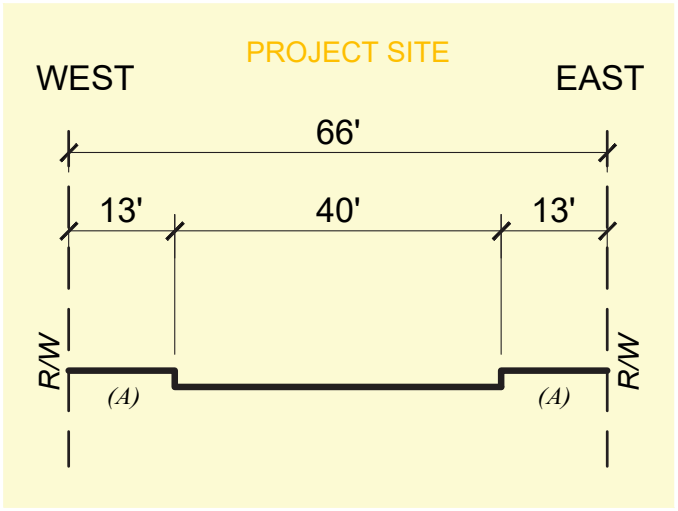
EXHIBIT 5-6 CAMPUS AVENUE

5.1.1.5 Bon View Avenue

Bon View Avenue is designated in the General Plan as a "2-Lane Collector Street" (66 ft. ROW). Bon View Avenue will provide access to and from CenterPark and traverses the project site in a north/south direction. Bon View Avenue will be improved as depicted on **Exhibit 5-7, Bon View Avenue**. Parking is prohibited on Bon View Avenue. Refer to **Exhibit 5-7** for minimum street improvements required by the CenterPark Specific Plan. Bon View Avenue curb-to-curb is 48 ft. south of Ontario Ranch Road and curb-to-curb 40 ft. north of Ontario Ranch Road.



BON VIEW AVENUE
SOUTH OF ONTARIO RANCH ROAD



BON VIEW AVENUE
NORTH OF ONTARIO RANCH ROAD

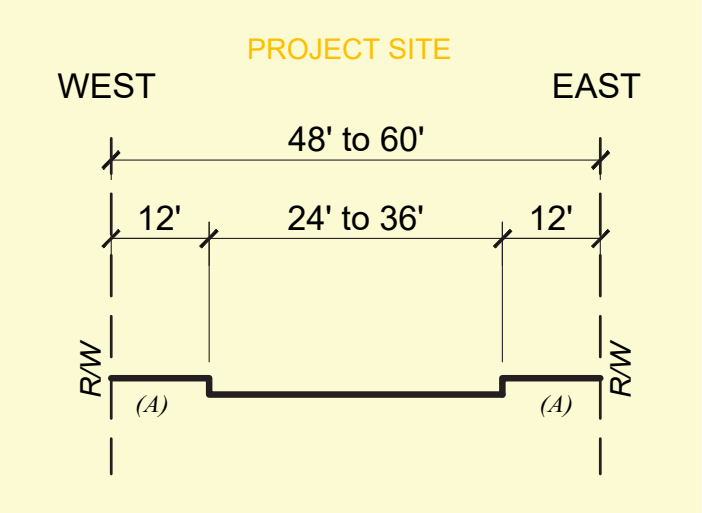
NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.
Due to utility constraints, Bon View Avenue may need to be constructed as a tilt section.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-7 BON VIEW AVENUE

5.1.1.6 Parco Avenue and Cucamonga Avenue

Parco Avenue and Cucamonga Avenue are designated in the General Plan as "Local Roadway" (60 ft. ROW). Parco Avenue and Cucamonga Avenue will provide access to and from CenterPark and they traverse the project site in a north/south direction. Parco Avenue and Cucamonga Avenue will be improved as depicted on **Exhibit 5-8, Parco Avenue and Cucamonga Avenue**. Parking is allowed on Parco Avenue and Cucamonga Avenue within the Specific Plan area. Refer to **Exhibit 5-8** for minimum street improvements required by the CenterPark Specific Plan.



NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be determined by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-8 PARCO AVENUE AND CUCAMONGA AVENUE

5.1.2 Local Streets

Streets (public, private, local, etc.) that provide vehicular and pedestrian access to and through neighborhoods and communities shall provide 5 ft. sidewalks and 7 ft. parkways. Public local streets within residential areas are designed to distribute vehicular traffic from the Master Plan streets adjacent to the project site into and through residential neighborhoods.

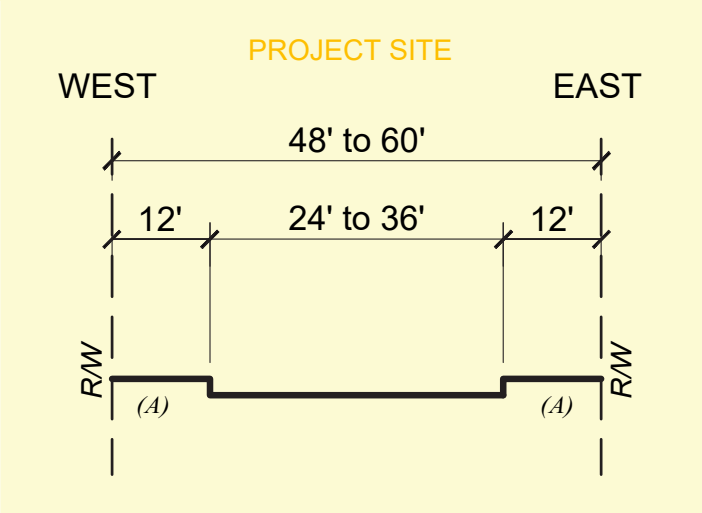
***Local Backbone Streets**. Connecting the above regional backbone roadways, the project's local backbone streets will connect the project's various components and provide for safe and efficient vehicular circulation. Internal project access points will be taken from Campus Avenue on the west side of the project and Walker Avenue on the east side. Alternative internal street connections may be allowed subject to the approval of the City Engineer.*

***Local Neighborhood/Private Streets.** Local neighborhood/private streets that carry neighborhood related traffic and be constructed with a 60 ft. right-of-way, which includes a 36 ft. paved section with parking on both sides and a minimum 12 ft. landscaped parkway with sidewalk. Themed streets will have an additional 5 ft. wide lettered lot along the theme street edge, located adjacent to right-of-way, to be maintained by HOA.*

If future site plans propose private streets, they should be shown on the proposed tentative subdivision map and should be labeled "Private Streets", otherwise all local streets will be considered public.

Intersections at public streets shall incorporate chokers in accordance with City of Ontario Traffic & Transportation Guidelines. Any proposed gated access shall be designed with adequate stacking and turnaround facilities.

A modified grid network of local streets will provide internal circulation throughout CenterPark for access to individual neighborhoods and residences. The proposed regional park will be accessible via local public streets. The proposed improvements for interior local streets are illustrated in **Exhibit 5-9, Local Streets**.



NOTES:
(A) Sidewalk to be included on Parkway. See Exhibits 7-11 to 7-14 for specific sidewalks, trails and landscaping within City-planned neighborhood edges and landscape (lettered) lots.

GENERAL NOTES:
1. Refer to the City of Ontario standard drawings for more detailed street section requirements. The number of lanes and lane configurations may vary by street and will be reviewed by City engineering staff through the project Specific Plan approval and/or public improvement plan check process.
2. Refer to the approved Specific Plan documents, as noted hereon or otherwise, for detailed street section information.
3. R/W indicates roadway right-of-way width not including additional "Neighborhood Edge".

EXHIBIT 5-9 LOCAL STREETS

5.1.2.1 Private Streets

Private streets are encouraged in residential neighborhoods where higher density detached home types and attached buildings are designed with an urban character and front setbacks. These streets, with narrower paved sections, are used to reduce travel speeds within residential neighborhoods and to manage on-site resident and guest parking. Private streets are also intended to provide pedestrian circulation and encourage pedestrian activity within and between adjacent neighborhoods.

Private streets within single family residential neighborhoods reflect a traditional character with landscaped parkways and trees shading sidewalks where homes and front doors face them. Private streets will be designed with a minimum curb-to-curb dimension of 24 ft. with no parking. The minimum curb-to-curb dimension may be increased to allow for public utilities, for on-street parking, and for fire accessibility as required by the city's latest requirements for public utility mains within public utility easements and subject to city's discretion. The minimum paved width for private streets with parallel parking on one side is 32 ft. and 36 ft. for private streets with parallel parking on both sides. Private streets shall include 7 ft. landscaped parkways and 5 ft. sidewalks where they provide vehicular and pedestrian within, and between, neighborhoods in the Specific Plan. On-street perpendicular parking is allowed as an alternative to parallel parking. Perpendicular parking stalls shall be a minimum of 9 ft. x 18 ft. in size. The curb-to-curb dimensions for private streets and drives are subject to the approval of the City Planning and Engineering Departments and OMUC.

5.1.2.2 Common Drives, Private Drives and Alleys

Common Drives, Private Drives, and Alleys provide specific access to individual homes. Access is off a public, private, local, or neighborhood street. Private drives and alleys are proposed within the CenterPark Specific Plan and will be constructed with a 20 ft. wide right-of-way. Private drives will be a minimum of 20 ft. paved travel lanes with no parking allowed. A minimum of 30 ft. is required between buildings located on each side of the private drive. The minimum pavement width for private drives may be increased to allow for public utilities as required by the City's latest requirements for public utility mains within public utility easements, and subject to the City's discretion. Final design of private drives will be subject to planning, engineering, OMUC and fire department approval concurrent with tentative subdivision map approval.

Common Drives. *Common drives will be constructed with a 20 ft. minimum right-of-way. Common drives will contain a minimum 20 ft. travel lane and a 24 ft. travel lane for emergency access roads. A 30 ft. minimum distance is required between buildings on each side of the common drive. Final alley design shall be subject to review and approval by the planning, engineering, and fire departments. See* ***Exhibit 5-10, Common Drives, Private Drives and Alleys****.*

Private drives are also proposed within the Specific Plan to provide secondary internal vehicular and pedestrian circulation. These private drives generally include public or private utilities. The minimum width shall be 24 ft. to 30 ft.

Alleys are proposed within the CenterPark Specific Plan. Dead-end alleys shall be a minimum of 20 ft. wide and generally do not include public utilities. These alleys are generally intended to provide access to garages. A minimum of 30 ft. is required between garages on each side of a private drive.

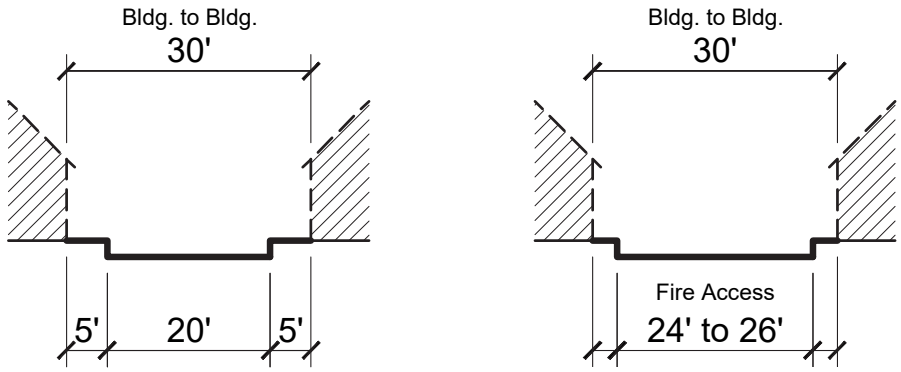


EXHIBIT 5-10 COMMON DRIVES, PRIVATE DRIVES AND ALLEYS

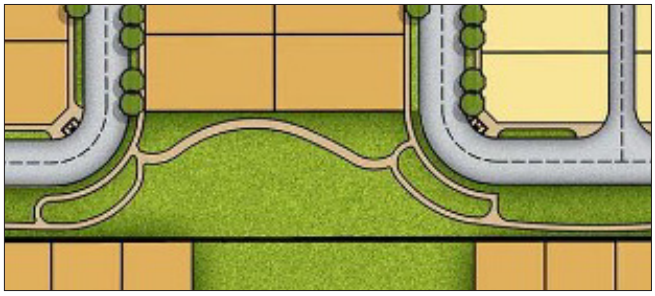
- Paved section may be widened to 26 ft. in 3-story neighborhoods or in conditions where the additional paved width is required to accommodate public utilities as required by the City's latest requirements for public utility mains within public utility easements, and subject to the City's discretion.

5.1.3 Traffic Calming

The site plan for CenterPark is designed with a traditional street layout with a modified grid layout allowing for safe and convenient travel choices for future residents and visitors to the regional park. Traditional streets are attractive and comfortable for pedestrians and bicyclists within the community. Traffic calming devices incorporated into neighborhood streets may include traffic circles at selected intersections and will include intersection chokers at public street intersections. Traffic calming within CenterPark is designed with the following goals:

- Reduction in vehicular traffic speeds
- Reduction in traffic-related noise
- Reduction in fuel consumption
- Increased efficiency in vehicular circulation
- Improved pedestrian experience and safer intersections that encourage walking
- Improved traffic flow and visibility at intersections for bicyclists

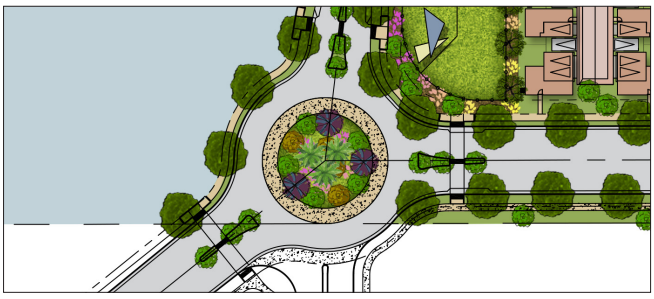
A few examples of traffic calming devices are shown below:



Connectivity with sidewalks and walkways

Convenient parking adjacent to parks

Chockers and short residential blocks encourage pedestrian activity



Roundabout

The City may limit or prohibit parking on public streets that are wide enough to allow for parking at selected locations such as near intersections or crosswalks, at entry locations or higher traffic areas and areas where increased sight lines are required. Restricted parking will be at the discretion of the City Engineer.

5.1.3.1 Traffic Circles

Traffic circles, commonly called roundabouts are used to improve traffic circulation at intersections that would require four-way stop signs or other traffic controlling measure. These features help reduce vehicular speeds and allow for safe and controlled pedestrian crossings. Traffic circles are proposed at the intersections of Bon View Avenue and Grand Park Avenue and Grand Park Avenue and a future public or private roadway approximately midway between Campus Avenue and Bon View Avenue. Additional traffic circles may be proposed along Grand Park Avenue subject to approval by the City Engineer. Traffic circles within CenterPark will be constructed according to City of Ontario Standard Drawings.

5.1.3.2 Intersection Chokers

Intersection chokers improve intersection visibility, define appropriate parking areas and reduce the crosswalk distance at neighborhood street intersections. These chokers will be incorporated at all four-way and "T" intersections of public streets per Traffic and Transportation Design Guidelines for Chokers Installations. Additional chockers will be constructed as required subject to the discretion of the City Engineer.

5.1.4 Pedestrian Circulation

Off-street pedestrian circulation is available throughout CenterPark by means of the interconnected, paved sidewalk system within the roadway right-of-way, separated from vehicular travel lanes by a landscaped parkway. The CenterPark pedestrian system provides connectivity among residential neighborhoods and to all private parks within CenterPark.

The plan also provides connectivity with off-site areas via City master planned multipurpose trails/ bikeways located within the neighborhood edge along the perimeter of the CenterPark Specific Plan area.

5.1.5 City Master Planned Trails and Bikeways

Multipurpose trails are an integral component in creating accessibility and mobility within and around CenterPark. A multi-use trail site is planned along the south side of Ontario Ranch Road and along the eastern side of Grove Avenue and Campus Avenue. The City also has planned a Class II bicycle lane on the west side of Walker Avenue which bounds the project site on the east, and may be utilized by the public. CenterPark's Master Plan for pedestrian and bicycle circulation is illustrated on **Exhibit 5-11, Conceptual Pedestrian and Regional Trail Circulation Plan**.

5.1.6 Proposed Local Trails and Paseos

The site plan for CenterPark may include additional internal trails or paseos that provide additional pedestrian accessibility between neighborhoods, to community parks and amenities and to the regional park in the center of the Specific Plan area. Trails and paseos shall be established within the minimum 30 ft. wide lettered lots.

5.1.7 Parks

The Ontario Plan (Policy PR1-5) has established a standard of 5 acres of parkland (public and private) per 1,000 residents, with a minimum of 2 acres of developed private park space per 1,000 residents (Policy PR1-6). Private parks are required to be within a quarter mile walking/biking distance from each residence. This private park requirement may be met within any residential development or by satisfying the in-lieu park development impact fee as approved by the City. Fees will be paid to fulfill the balance of the City's park requirement (the remaining 3 acres per 1, 000 residents).

As discussed in the previous *Section 4.2, Parks and Recreational Facilities*, parks will be provided throughout CenterPark (**Exhibit 7-10, Landscape Framework Plan**).

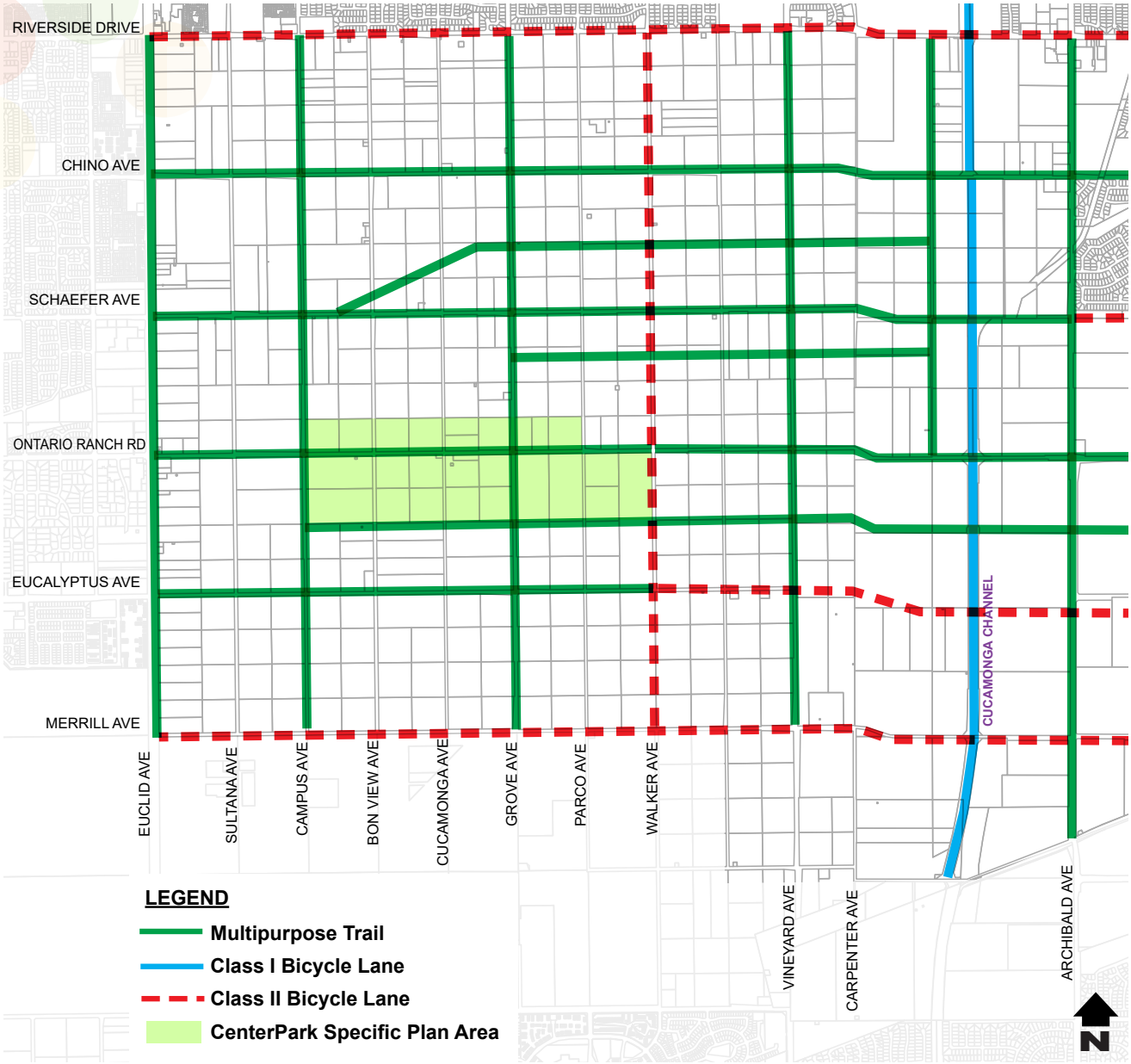
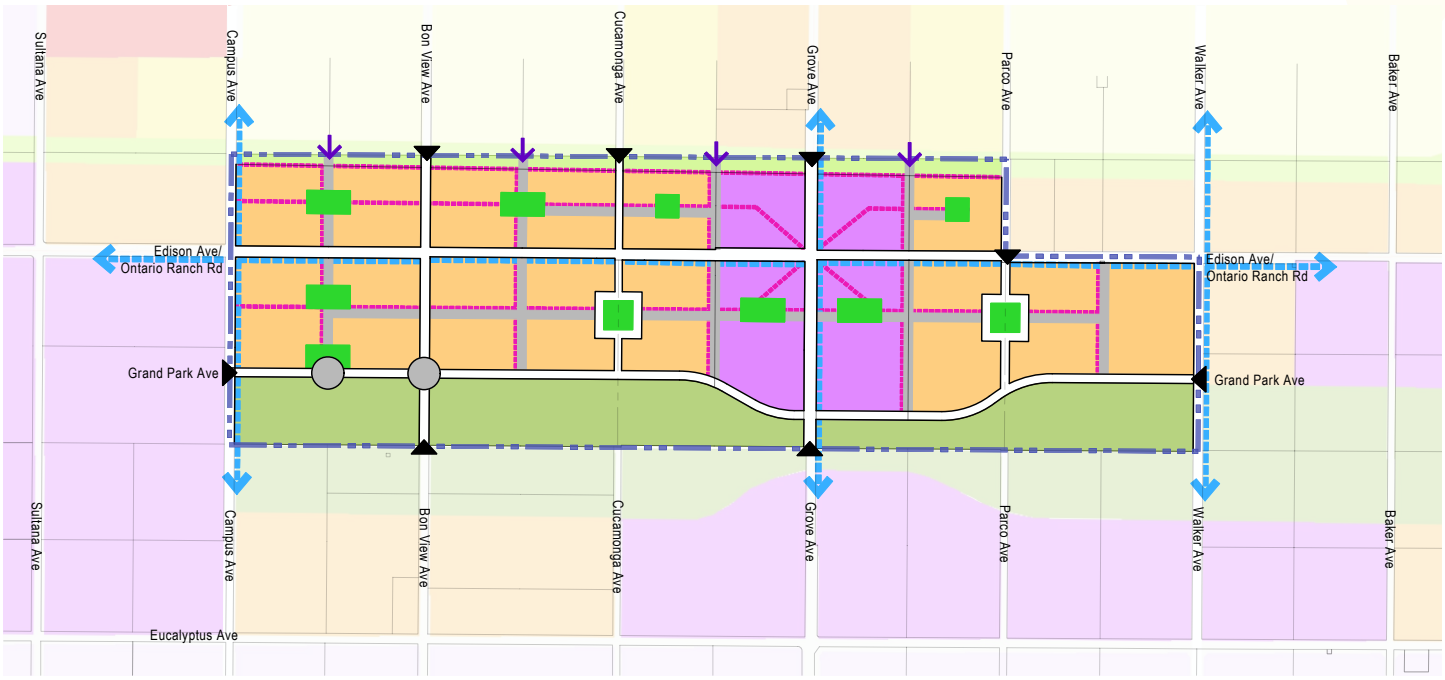


EXHIBIT 5-11 CONCEPTUAL PEDESTRIAN AND REGIONAL TRAIL CIRCULATION PLAN



SPECIFIC PLAN BOUNDARY

FULL ACCESS

POTENTIAL ACCESS POINT

PUBLIC STREET

BACKBONE PRIVATE STREET

CITY MASTER PLANNED MULTI-USE TRAILS

NEIGHBORHOOD PARK (CONCEPTUAL LOCATION)

SIDEWALKS / PEDESTRIAN CONNECTION (CONCEPTUAL LOCATION)

ROUND-A-BOUT (CONCEPTUAL LOCATION)

N

EXHIBIT 5-12 INTERNAL PEDESTRIAN CIRCULATION PLAN

5.2 PUBLIC UTILITIES

Potable water, recycled water, sewer and storm drain utilities may be designated as "public utilities" located within a public street. The minimum width of a PUE (Public Utility Easement) for each public utility main is 20 ft. centered on the public utility main. The minimum width of a PUE and curb-to-curb width for two public utility mains (depending on utility sizes) is 24 ft. The minimum width of a PUE and curb-to-curb width for three public utility mains (depending on utility sizes) is 30 ft. Private utilities are not allowed within PUEs. Any proposed public utilities within private streets shall be subject to City approval and contained within acceptable easements, access, and separation requirements. The CenterPark Covenants, Codes, and Restrictions (CC&Rs) shall contain language that requires all proposed work by the Homeowner Association (HOA) within said easements, be plan-checked and inspected by the City, including all applicable fees. Generally, utilities will not be accepted as public within dead-end private alleys, parking areas or driveways.

Master planned utilities serving the development, as identified in the approved respective Master Plan, shall be constructed prior to issuance of first occupancy. Exhibits shall show all frontage improvement requirements per the City adopted Master Plans. The project shall comply with the requirements as set forth in the Standard Conditions of Approval adopted by the City Council (Resolution No. 2017-027). The ultimate sizing and alignment of utilities (potable water, recycled water, sewer, and storm drain) will follow the most current approved Master Plan and/or hydraulic analysis approved by the City.

5.3 POTABLE WATER PLAN

Potable water will be provided by the City of Ontario. The City's Potable Water Master Plan identifies new water facilities to serve the Ontario Ranch area, which will need to be constructed prior to or concurrent with onsite water improvements. Construction of the on-site and off-site Master Plan water service improvements shall be the responsibility of the developer.

Potable water improvements to be constructed in order to serve the CenterPark Specific Plan will consist of the following: a 16-inch water main on Campus Avenue, from Eucalyptus Avenue to the northerly boundary of CenterPark, a 12-inch water main on Bon View Avenue, from Eucalyptus Avenue to the northerly boundary of CenterPark, a 16-inch water main on Walker Avenue, from Eucalyptus Avenue to Ontario Ranch Road, a 16-inch water main on Ontario Ranch Road, from Walker Avenue to Campus Avenue, and a 30-inch master planned water line on Grove Avenue.

The Required Potable Water Infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, including IEUA mains, that do not meet minimum depths, standard alignment locations, and/or minimum horizontal and vertical separation requirements shall be subject to relocation/replacement by the developer(s) of the Specific Plan.

Other elements of the Phase 2 Water System are shown on **Figure 5-14, Conceptual Potable Water System**. The elements shown north of Chino Avenue will be constructed by others. The balance of Phase 2 Water System will be completed as required by future development of Ontario Ranch. The Project will be required to participate in the future Phase 2 Water System improvements, as detailed in the development agreements with the City.

Phase 2 Water Improvements are required to support all development in the west side of Ontario Ranch including this Specific Plan area, therefore this project is required to participate financially in the Phase 2 Water Improvements. Depending on construction timing of this Specific Plan area in relation to the construction of the rest of the development in the west side of Ontario Ranch, completion of Phase 2 Water Improvements may be required prior to the completion of this Specific Plan area construction.

Master planned potable water main lines serving the development, as identified in the Specific Plan, shall be constructed prior to issuance of building permits.

For wells found within the Specific Plan area, see Section 3.7.

Within the CenterPark Specific Plan, a network of 8-inch and 12-inch water lines will be constructed to serve each neighborhood. All on-site intract improvements are required to have hydraulic studies to determine infrastructure improvements needed to support each area and shall be at the responsibility of the developer. Any changes in land use not limited to units, density, or intensity, that are not previously accounted for, shall trigger a revised updated hydraulic study and any new findings of infrastructure improvements needed are required at the responsibility of the developer. The proposed on-site water system sizing is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines and future hydraulic studies at the time of development. The conceptual public potable water system is illustrated on **Exhibit 5-14, Conceptual Potable Water System**.

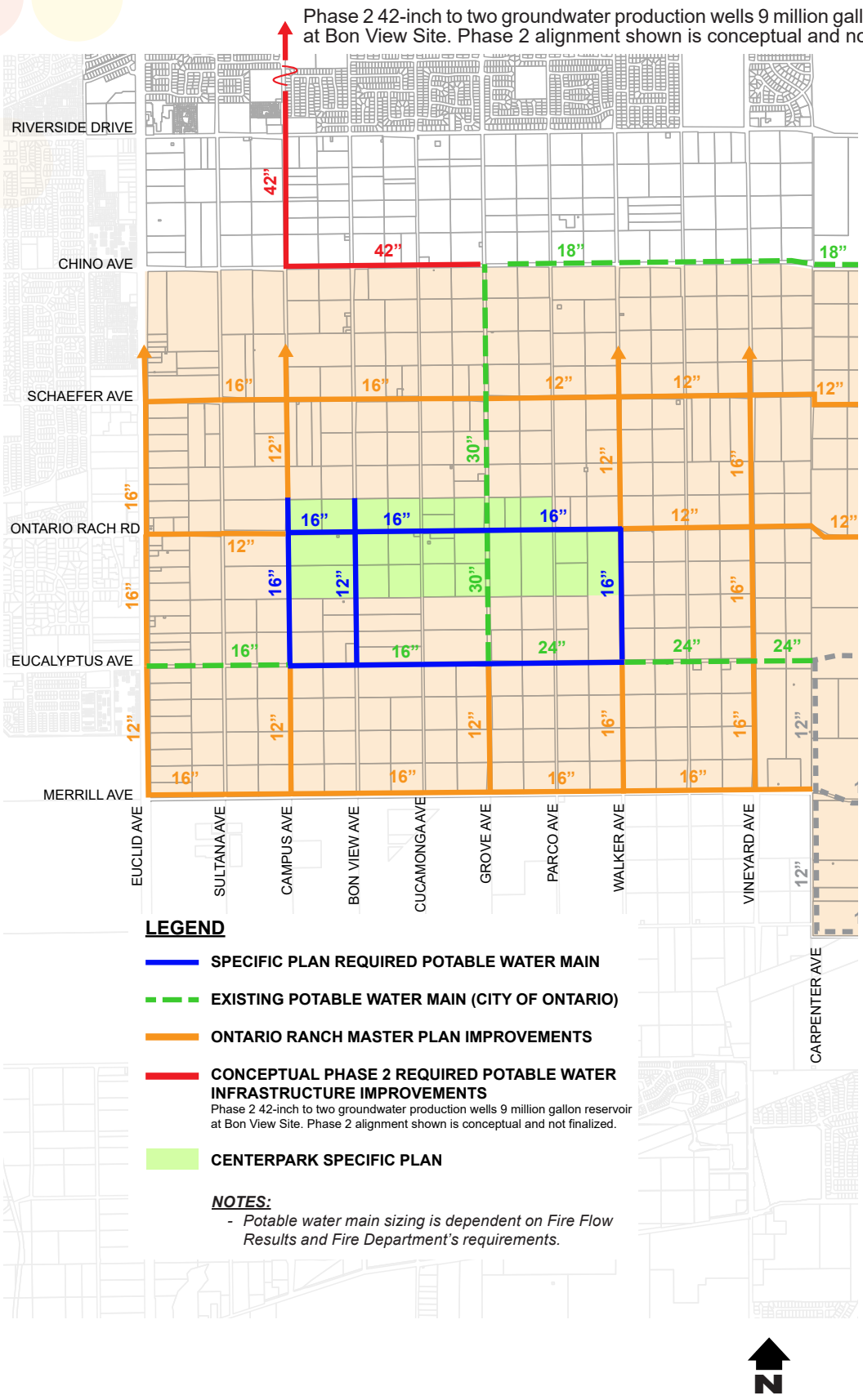
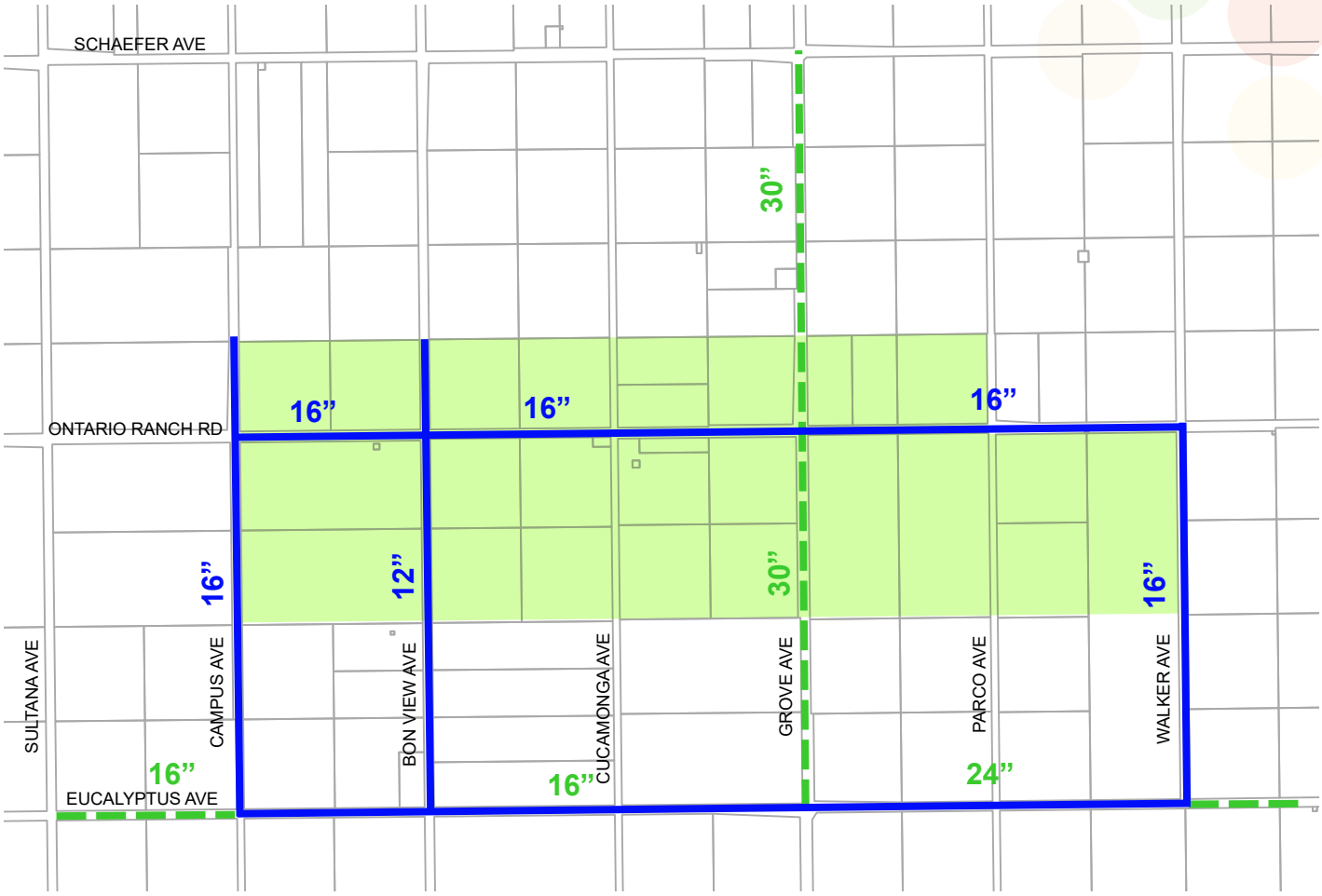


EXHIBIT 5-13 CONCEPTUAL POTABLE WATER PLAN



LEGEND

- **SPECIFIC PLAN REQUIRED POTABLE WATER MAIN**
- **EXISTING POTABLE WATER MAIN (CITY OF ONTARIO)**
- **CENTERPARK SPECIFIC PLAN**

N

NOTES:

- *Potable water main sizing is dependent on Fire Flow Results and Fire Department's requirements.*

EXHIBIT 5-14 CONCEPTUAL POTABLE WATER SYSTEM

5.4 RECYCLED WATER PLAN

Recycled water for the project site will be supplied by IEUA's existing recycled water infrastructure as presented in the City's Recycled Water Master Plan. The master planned 930 Pressure Zone 30-inch recycled water system exists in Bon View Avenue and Eucalyptus Avenue and Ontario Ranch Road and shall service the development of CenterPark.

The developer of CenterPark will construct all recycled water lines required to serve the project site. The off-site improvements include the construction of the 930 ft. Pressure Zone master planned recycled water system consisting of an optional 8-inch main in Campus Avenue from the northern to southern Specific Plan boundaries, if required to support development of parcels not fronting a master planned recycled water main, an 8-inch main in Bon View Avenue from the northern Specific Plan boundary to Ontario Ranch Road, an 8-inch main in Grove Avenue from the northern to southern Specific Plan boundaries, an 8-inch main in Walker Avenue from Ontario Ranch Road, and a 12-inch main in Ontario Ranch Road from Campus Avenue to Bon View Avenue. The off-site recycled water line locations are shown on **Exhibit 5-15, Conceptual Recycled Water Plan**.

The required Recycled Water Infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, including IEUA mains, that do not meet minimum depths, standard alignment locations, and/or minimum horizontal and vertical separation requirements shall be subject to relocation/replacement by the developer(s) of the Specific Plan.

Within the project site, 8-inch recycled water mains are proposed to serve the site. The CenterPark Specific Plan shall comply with City Ordinance 2689 and make use of recycled water for all approved uses, including but not limited to the irrigation of parks, street parkway landscaping, recreational trails, private pocket parks and any other HOA maintained common areas. The developer shall prepare and secure approval of an Engineering Report from the City of Ontario and State Department of Drinking Water Agency prior to the use of recycled water. Sizing of the on-site public recycled water system is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines.

The developer of the Specific Plan is required to obtain approvals from IEUA to construct the reclaimed water lines to serve the project, including the regional connections outlined in the CenterPark Specific Plan and additional regional connections as required for the median within Ontario Ranch Road and to support development not fronting a City recycled water main.

The conceptual recycled water system is illustrated on **Exhibit 5-16, Conceptual Recycled Water System**.

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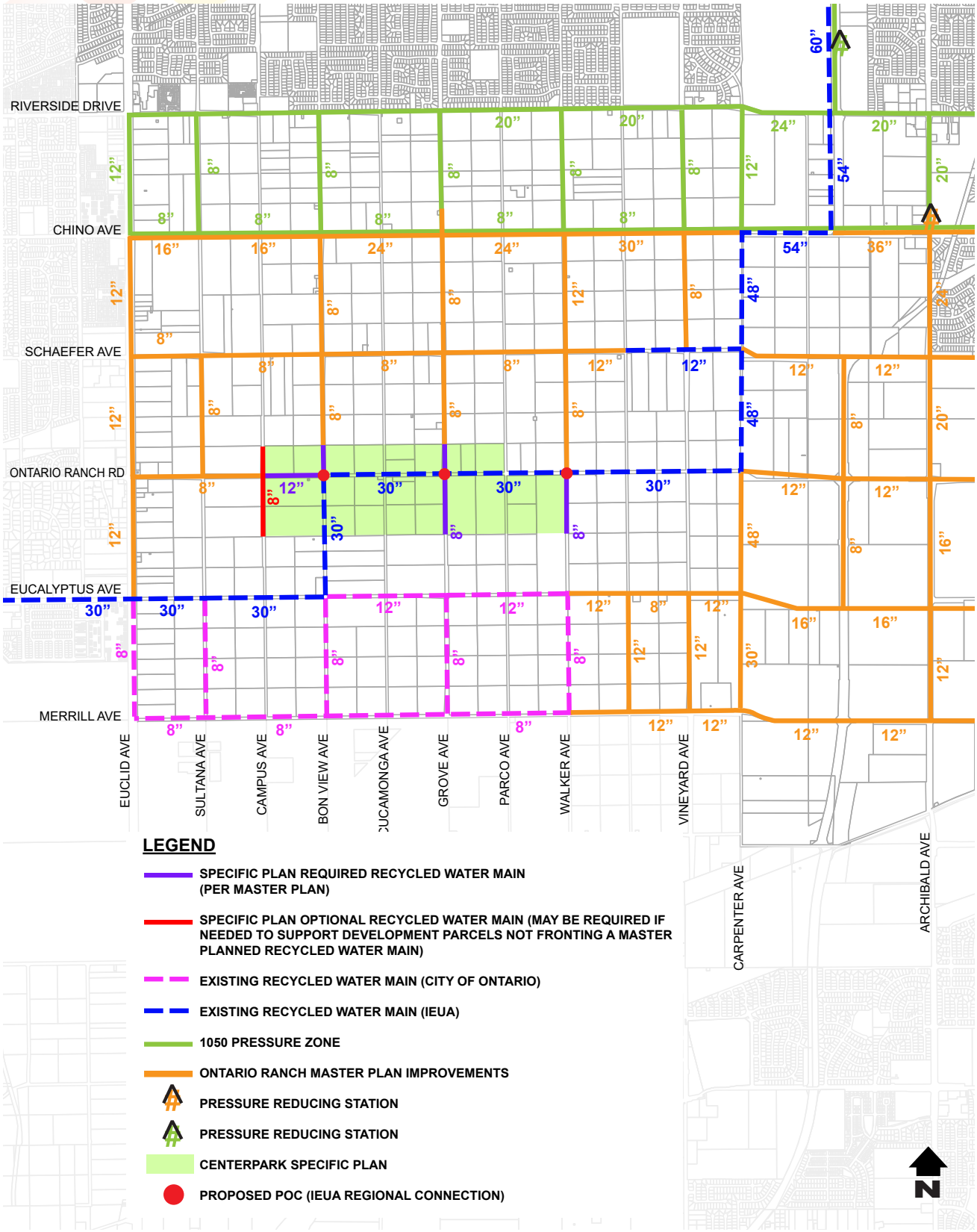


EXHIBIT 5-15 CONCEPTUAL RECYCLED WATER PLAN

LEGEND

- SPECIFIC PLAN REQUIRED RECYCLED WATER MAIN (PER MASTER PLAN)
- SPECIFIC PLAN OPTIONAL RECYCLED WATER MAIN (MAY BE REQUIRED IF NEEDED TO SUPPORT DEVELOPMENT PARCELS NOT FRONTING A MASTER PLANNED RECYCLED WATER MAIN)
- EXISTING RECYCLED WATER MAIN (CITY OF ONTARIO)
- EXISTING RECYCLED WATER MAIN (IEUA)
- CENTERPARK SPECIFIC PLAN
- PROPOSED POC (IEUA REGIONAL CONNECTION)

N

EXHIBIT 5-16 CONCEPTUAL RECYCLED WATER SYSTEM

5.5 SEWER PLAN

Sewer service for CenterPark will be provided by the City of Ontario. Off-site sewer improvements to serve the Specific Plan area will be implemented according to the most current version of the City's Sewer Master Plan. The City's Sewer Master Plan identifies sewer service to be provided by the existing sewer lines in Eucalyptus Avenue. The mains are in the intersections at Eucalyptus Avenue and Campus Avenue, Bon View Avenue, Grove Avenue and Walker Avenue. Any existing sewer mains not yet accepted by the City that are downstream of CenterPark are required at the responsibility of the developer to support the development of CenterPark.

Sewer Infrastructure improvements to be constructed to serve the CenterPark Specific Plan will consist of the following: 15-inch sewer main in Campus Avenue from the existing point of connection to the northern Specific Plan boundary, 18-inch in Bon View Avenue from the existing point of connection to the northern Specific Plan boundary, 21-inch in Grove Avenue from the existing point of connection to the northern Specific Plan boundary, and 21-inch in Walker Avenue from the existing point of connection to Ontario Ranch Road.

The required Sewer Infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, that do not meet minimum depths, standard alignment locations, and/or minimum horizontal and vertical separation requirements shall be subject to relocation/ replacement by the developer(s) of the Specific Plan.

Within CenterPark, a series of a minimum of 8-inch sewer mains are proposed to serve the residential development. Construction of the on-site and off-site sewer improvements shall be the responsibility of the developer. The proposed on-site public sewer system sizing is subject to the hydraulic criteria in the City's Water and Sewer Design Guidelines.

All on-site intract improvements are required to have a SSAMP to determine infrastructure improvements needed to support each area and shall be at the responsibility of the developer. Any changes in land use not limited to units, density, or intensity, that are not previously accounted for or changes in sewer tributary boundaries shall trigger a revised updated SSAMP and any new findings of infrastructure improvements needed are required at the responsibility of the developer.

Master planned sewer main lines serving, surrounding and within the Specific Plan area, as identified in the adopted Sewer Master Plan shall be constructed prior to issuance building permits.
The conceptual sewer improvements are illustrated on **Exhibit 5-17, Conceptual Sewer Plan**, and on **Exhibit 5-18, Conceptual Sewer System**.

The off-site public sewer shall be designed to meet all applicable City standards and requirements and designed in such a way so that the proposed on-site private sewer improvements shall be designed to meet all applicable building and plumbing codes. CenterPark's sewer tributary areas shall be determined in conformance with the latest City Sewer Master Plan while accommodating the off-site and on-site sewer standards, codes, and requirements, etc. If CenterPark's sewer tributary areas need to be revised to allow the public or private sewer to meet applicable requirements, and a revised SSAMP supports the revised sewer tributary boundaries, as approved at the City's discretion, then Exhibit 5-18 shall be revised to reflect CenterPark's new sewer tributary boundaries.

Size will be determined during final design by hydraulic calculations through a Sewer Study or Sewer Sub-Area Master Plan (SSAMP) per City's most current Sewer Master Plan. All intact sewers need to do a SSAMP.

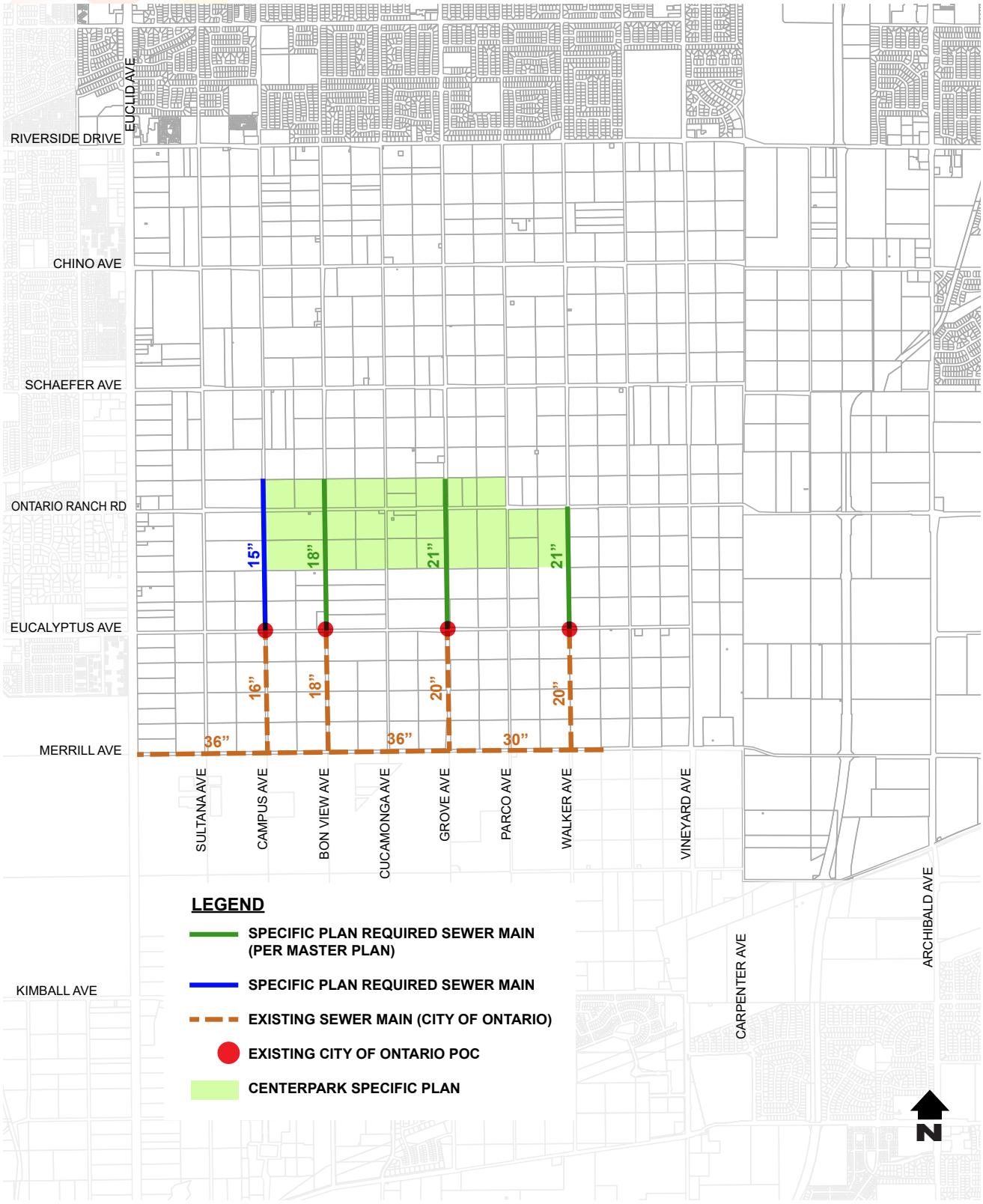


EXHIBIT 5-17 CONCEPTUAL SEWER PLAN

N

LEGEND

- **SPECIFIC PLAN REQUIRED SEWER MAIN (PER MASTER PLAN)**
- **SPECIFIC PLAN REQUIRED SEWER MAIN**
- **DIRECTION OF SEWER FLOWS WITHIN SEWER TRIBUTARY AREA**
- **CENTERPARK SPECIFIC PLAN**

NOTES:

- *Colors show tributary areas.*

EXHIBIT 5-18 CONCEPTUAL SEWER SYSTEM

5.6 DRAINAGE

For the eastern portion of the proposed development, the CenterPark will construct a master planned storm drain line in Grove Avenue starting with a 96-inch line from the SCE easement north of Ontario Ranch Road to the intersection of Grove Avenue and Ontario Ranch Road, and a 108-inch storm drain line from the intersection of Grove Avenue and Ontario Ranch Road south to Eucalyptus Avenue and a 108-inch storm drain line in Walker Avenue from the intersection of Walker Avenue and Ontario Ranch Road south to Eucalyptus Avenue.

For the western portion of the proposed development, the CenterPark will construct a master planned storm drain line in Bon View Avenue starting with a 78-inch storm drain line from the SCE easment north of Ontario Ranch Road to the intersection of Bon View Avenue and Ontario Ranch Road, and a 96-inch storm drain line from the intersection of Bon View Avenue and Ontario Ranch Road south to Eucalyptus Avenue and a 60-inch storm drain line in Campus Avenue from the intersection of Campus Avenue and Ontario Ranch Road south to Eucalyptus Avenue.

The City's Storm Drain Master Plan identifies storm drain improvements to serve the project site. Completion of these Master Plan improvements will provide permanent storm drain service to the project. That portion of the Master Plan storm drain system that lies within the project site will be constructed as part of the development of the project. The size and location will be based on the Approved Master Plan of Drainage. The City of Ontario Master Plan storm drain improvements are illustrated on **Exhibit 5-19, Conceptual Drainage Plan**.

On-site storm drains will be sized and constructed to convey the on-site flows to the proposed Master Plan system. The size and location of proposed on-site storm drains may change based on final design. Interim detention basins are not proposed and are not allowed by the City. The developer is required to construct the ultimate storm drain improvements as identified on the Master Plan of Drainage. The Master Plan of Drainage for CenterPark is illustrated in **Exhibit 5-20, Conceptual Storm Drain Improvements**.

If at the time of construction, Line I in Euclid Avenue in the City of Chino has not been constructed, the developments tributary to this line will need to detain their runoff to 80% of the pre-development flows.

5.6.1 NPDES Compliance

The grading and drainage of the Specific Plan area shall be designed to incorporate the treatment of surface runoff, to retain and infiltrate the Design Capture Volumes (DCV) to comply with the requirements of the San Bernardino County NPDES Storm Water Program. These DCV may be directed to underground storage/infiltration chambers beneath parklets and paseos for infiltration into the ground where site soils do not provide adequate infiltration or other means to control drainage.

Low Impact Development (LID) Site Design Best Management Practices (BMPs) will be implemented in accordance with the selection criteria and other requirements outlined in the San Bernardino County NPDES Storm Water Program's current Water Quality Management Plan (WQMP) as well as the City of Ontario's Water Quality Management Plan requirements. Appropriate pre-treatment BMPs, such as baffle boxes, filters or surface forebays, etc. can be installed upstream of underground storage/infiltration chambers to collect sediments and minimize deposition of sediments in the infiltration zone. The NPDES Areawide Stormwater Program requires the preparation of project specific WQMP.

The objective of the WQMP for the project is to minimize the detrimental effects of urbanization on the beneficial uses of receiving waters, which includes effects caused by increased pollutants and changes in hydrology. These effects shall be minimized through the implementation of on-site and off-site Low Impact Development (LID) Site Design Best Management Practices (BMPs) that provide appropriate treatment of the DCV.

In addition, Non-Structural and Structural Source Control Best Management Practices (BMPs), shall also be implemented and documented in the project's approved Water Quality Management Plan and Erosion Control with Grading Plan to reduce pollutant generation and transport from the project site.

Prior to the issuance of grading or construction permits for any parcel or area that disturbs 1 acre or more of land, within the CenterPark Specific Plan area, Erosion/Sediment Control Plans and Storm Water Pollution Prevention Plans (SWPPP) shall be prepared. The SWPPP shall be prepared to comply with California State Water Resources Control Board's (State Water Board) current "General Permit to Discharge Storm Water Associated with Construction Activity" and current "Area Wide Urban Storm Water Runoff" (Regional NPDES) Permits. The SWPPP shall identify and detail all appropriate Best Management Practices (BMPs) to be implemented or installed during construction of the project. In addition to the preparation of a construction SWPPP, any tract map or project that disturbs 1 acre or more of land area shall be required to obtain coverage under the State Water Board's General Permit to Discharge Storm Water Associated with Construction Activity and show evidence of permit coverage to the City of Ontario, prior to the issuance of any grading or construction permits.

NPDES BMPs are not allowed within public right-of-way. All BMPs shall be installed on site and maintained by the HOA. All Priority Land Use (PLU) areas within the Specific Plan Area shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and Trash Requirements in the most current San Bernardino County Area-Wide MS4 Permit.

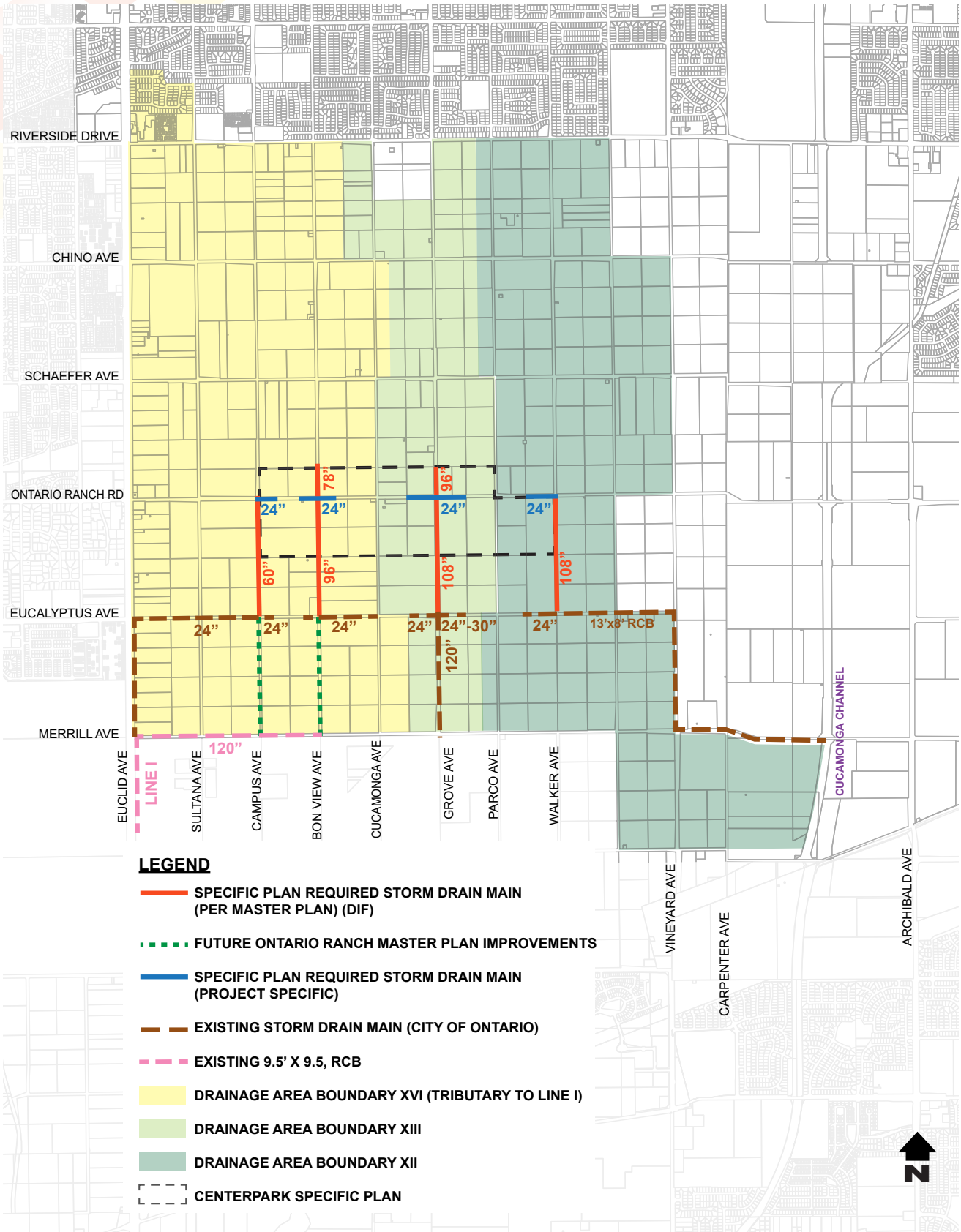
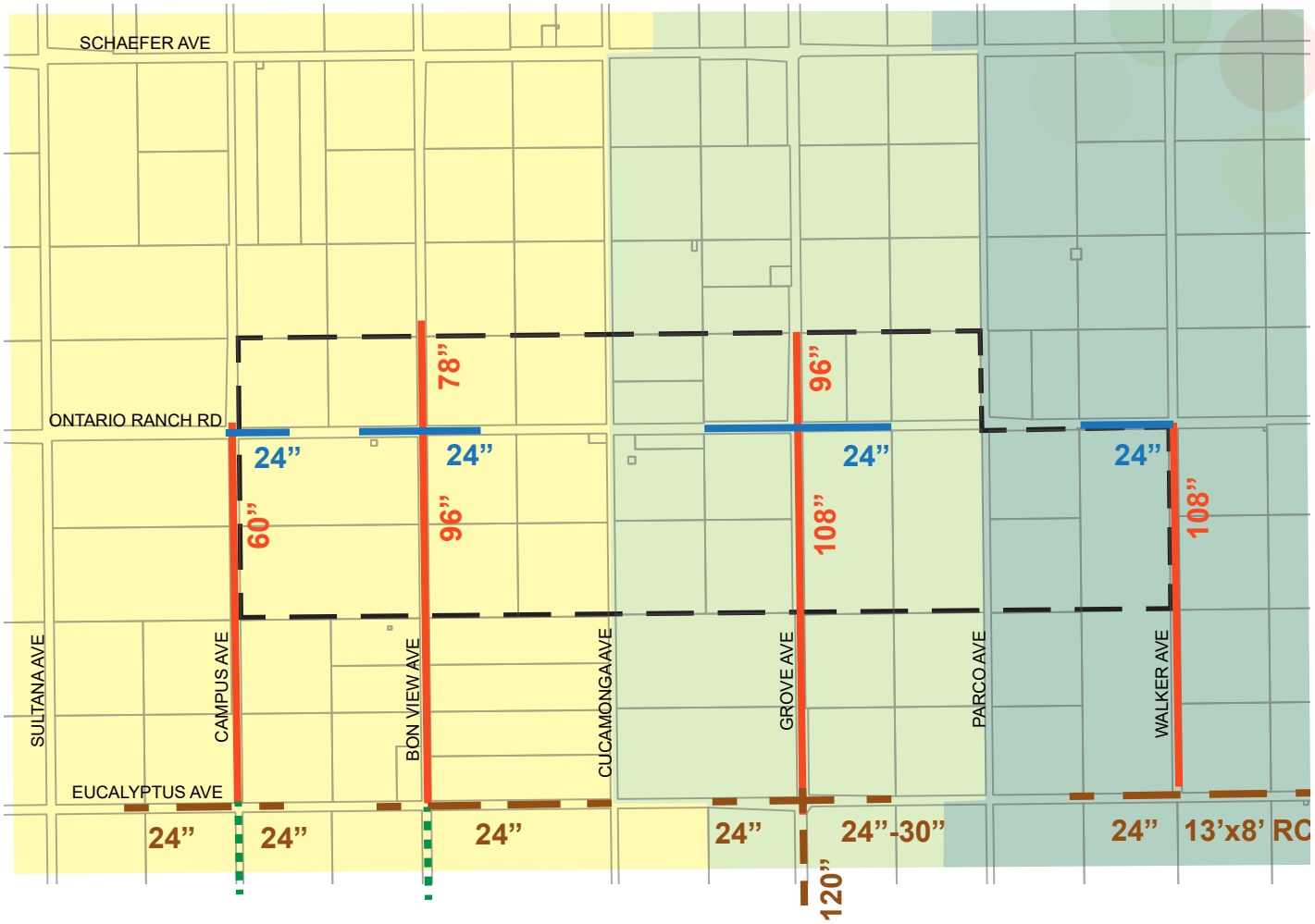


EXHIBIT 5-19 CONCEPTUAL DRAINAGE PLAN



LEGEND

- SPECIFIC PLAN REQUIRED STORM DRAIN MAIN (PER MASTER PLAN) (DIF)
- FUTURE ONTARIO RANCH MASTER PLAN IMPROVEMENTS
- SPECIFIC PLAN REQUIRED STORM DRAIN MAIN (PROJECT SPECIFIC)
- EXISTING STORM DRAIN MAIN (CITY OF ONTARIO)
- DRAINAGE AREA BOUNDARY XVI (TRIBUTARY TO LINE I)
- DRAINAGE AREA BOUNDARY XIII
- DRAINAGE AREA BOUNDARY XII
- CENTERPARK SPECIFIC PLAN

N

EXHIBIT 5-20 CONCEPTUAL STORM DRAIN IMPROVEMENTS

5.7 FIBER OPTICS

The proposed backbone street fiber optics (conduits, tracer wire, handholes and fiber) will be placed underground within a duct and structure system to be installed by the developer in a joint trench, as illustrated in **Exhibit 5-21, Fiber Optic Master Plan**. In-tract fiber and conduit shall be installed per the In-Tract Fiber Optic Design Guidelines. Maintenance of the installed system will be the responsibility of the City/Special District. Development of the project requires the installation of all fiber optic infrastructure and peripheral equipment necessary to service the project as a stand-alone development.

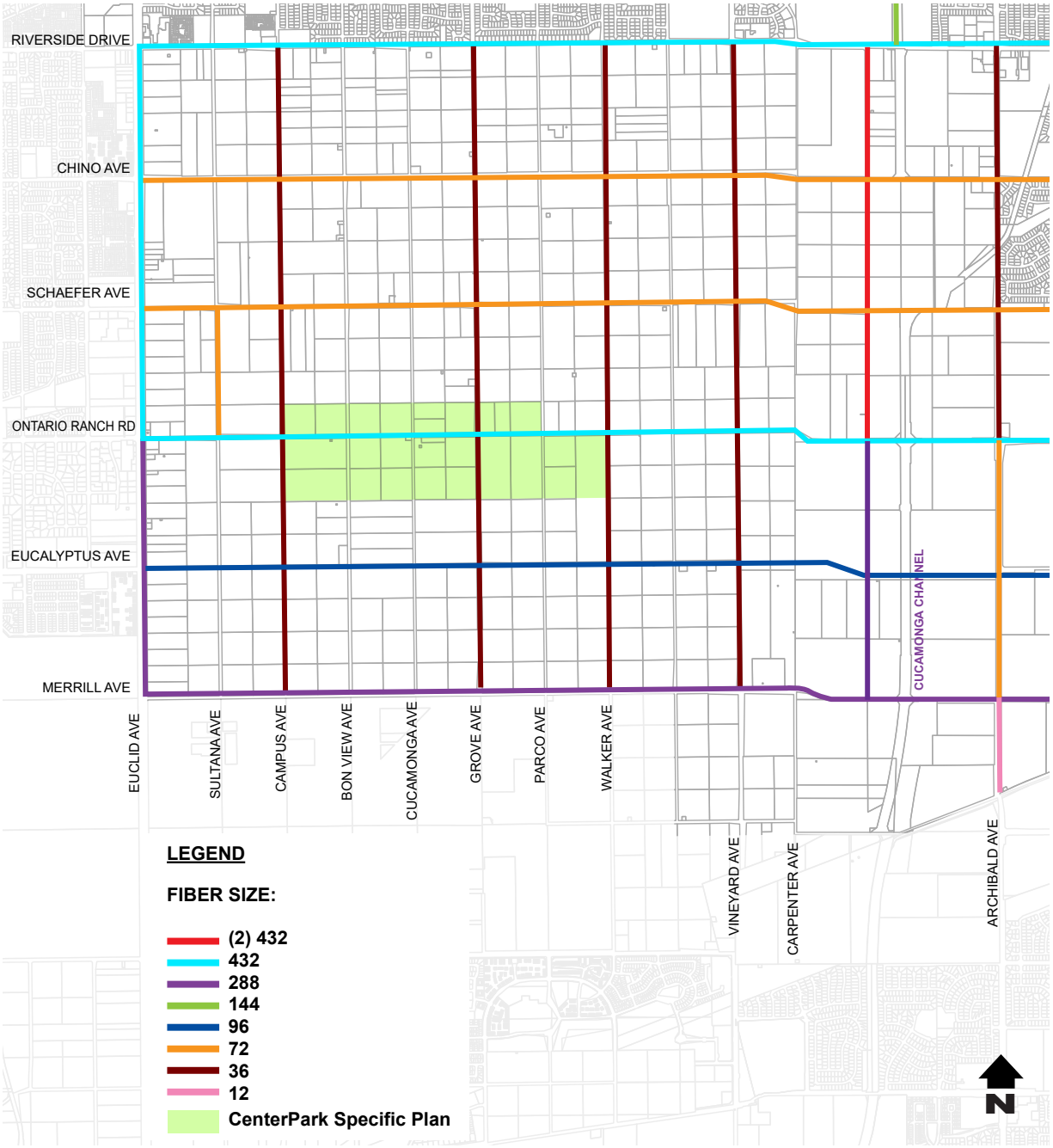


EXHIBIT 5-21 FIBER OPTIC MASTER PLAN

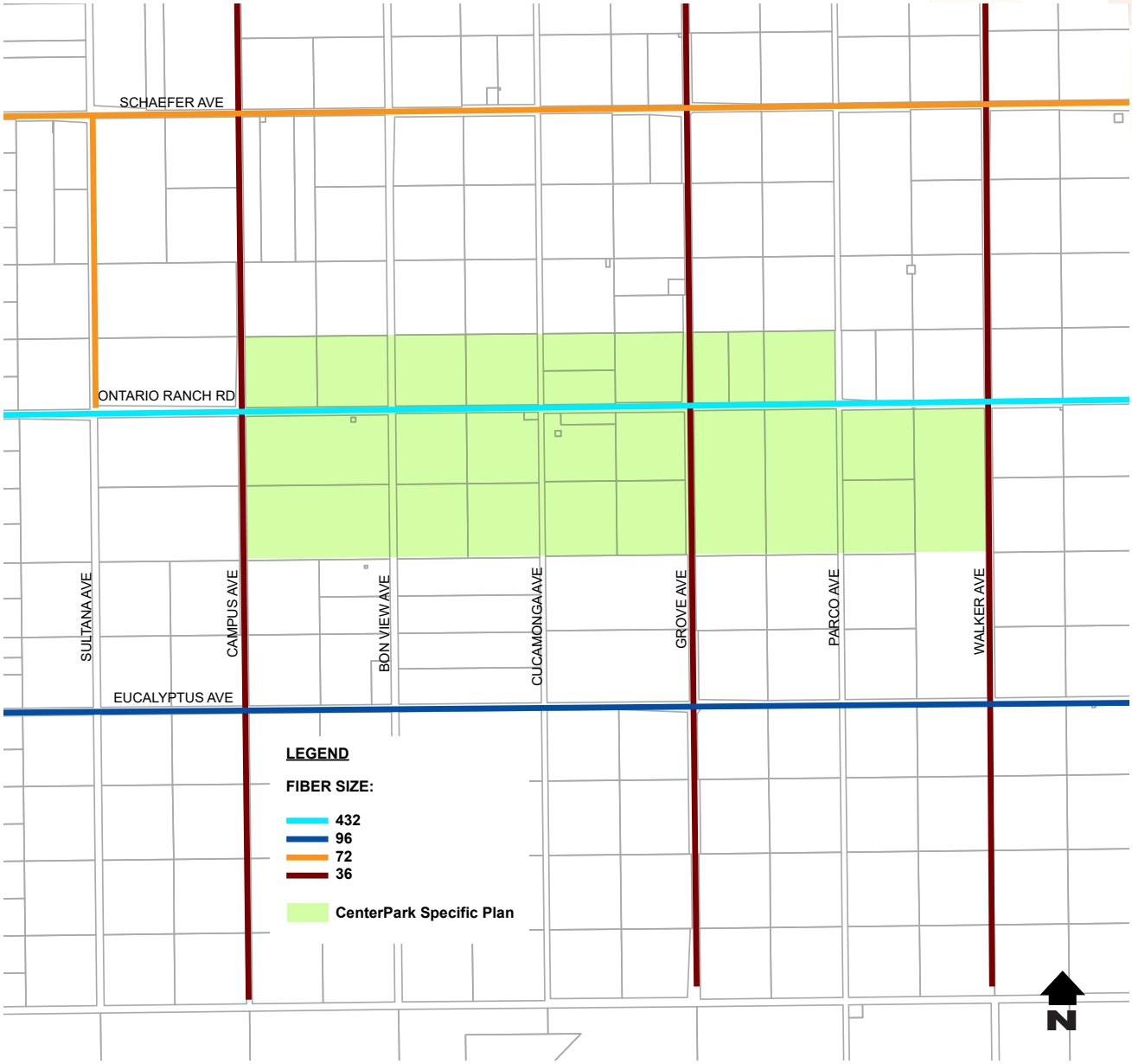


EXHIBIT 5-22 FIBER OPTIC PLAN

5.8 GRADING CONCEPT

The project site generally slopes to the south at approximately 1.0% to 2.0%. The grading activities for CenterPark will generally consist of clearing and grubbing, demolition of existing structures and moving surface soils to construct building pads and streets. Where slope conditions are present, the project lot line shall be located at the top of a slope. Dwelling units and structures adjacent to the sloped areas should be sited to:

- Use the natural ridge as a backdrop for structures;
- Use landscape plant materials as a backdrop; and
- Use structures to maximize concealment of cut slope. If retaining walls are required, the following criteria shall be used:
  - Exposed walls and fences facing roadways shall be no greater than 3 ft. retaining in height (9 ft. total wall), except as necessary for acoustical purposes as identified by the EIR or as required as a condition of approval.
  - Where retaining walls or fences face roadways, they shall be built of decorative materials consistent with the wall theme of the neighborhood.

The Conceptual Grading Plan, as illustrated in **Exhibit 5-23, Conceptual Grading Plan**, provides a balance of cut/fills for the project. Grading plans for each tract within the project shall be reviewed and approved by the City of Ontario Building, Planning and Engineering Departments prior to the issuance of grading permits. All grading plans and activities shall conform to the City's grading ordinance and dust and erosion control requirements.

All landscape areas adjacent to streets, including medians, parkways and neighborhood edges, in the Specific Plan area, shall be finish graded, at a minimum of 1-inch to 2-inch below top-of-curb or sidewalk finish surface, for conservation of irrigation water and increased retention of rainwater runoff. To the maximum extent practicable, all landscaped areas within the project shall be graded as swales and designed to accept runoff water from impervious surfaces.

LEGEND

DIRECTION OF GRADE

CENTERPARK SPECIFIC PLAN

N

EXHIBIT 5-23 CONCEPTUAL GRADING PLAN

5.9 SCHOOLS

The CenterPark Specific Plan is within the school districts of the Chino Valley Unified School District.

Chino Valley Unified School District will serve the school age needs of grades K–12, for the Specific Plan area. The nearest Chino Valley Unified School District elementary school location, within the vicinity of the CenterPark Specific Plan, is Dickey Elementary School, located at 2840 Parco Avenue. The nearest Chino Valley Unified School District middle school location is Woodcrest Junior High School, located at 2725 South Campus Drive. The nearest Chino Valley Unified School District high school location is Chino High School, located at 5472 Park Place, in the city of Chino.

Chino Valley has one high school called Chino High School within the vicinity of the CenterPark Specific Plan located at 5472 Park Place, in the city of Chino.

Development of the project will generate an estimated student population as described in **Table 5-1** below, based on the student generation numbers supplied by the City of Ontario. The project developer shall be required to pay school fees to mitigate school impacts as required by the State of California.

TABLE 5-1 STUDENT POPULATION

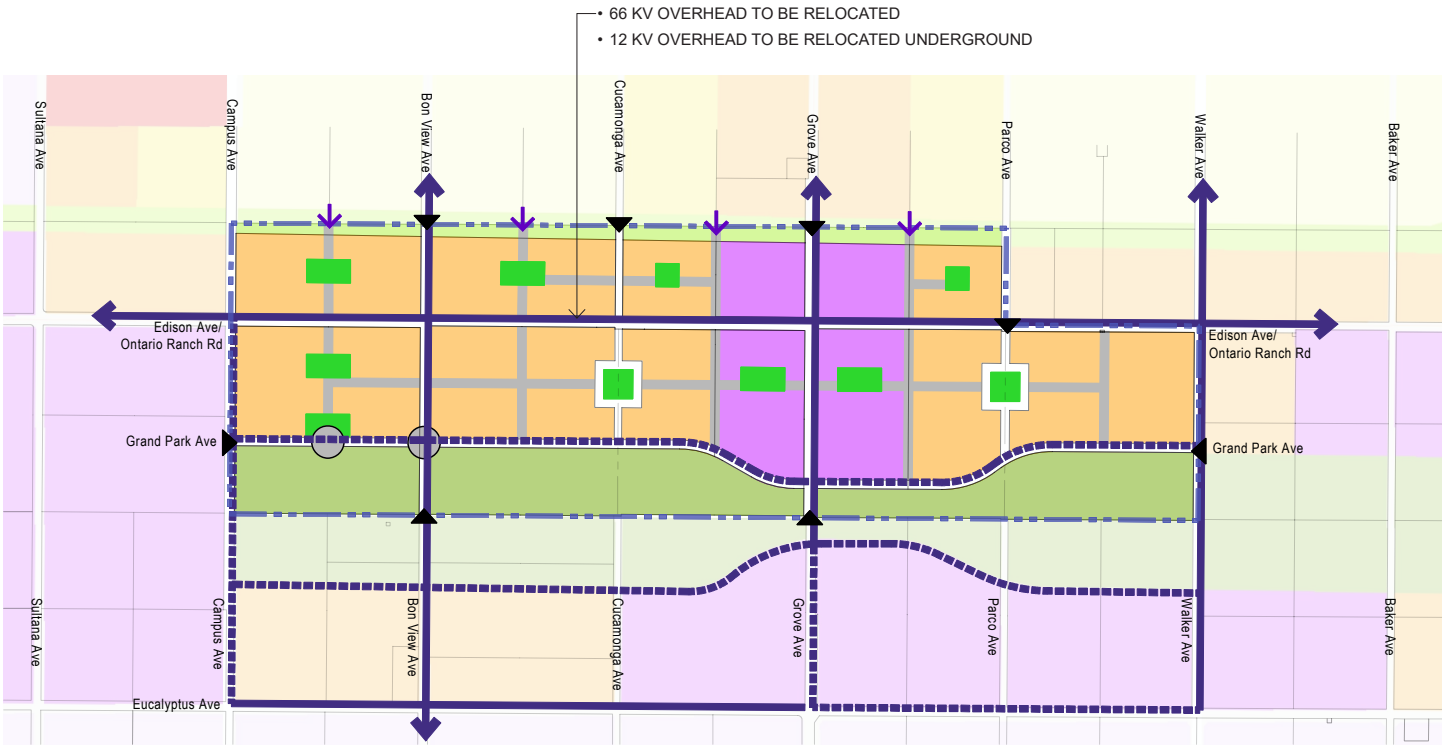
Grades K-5	Grades 6-8	Grades 9-12
Generation Factor 0.38/D.U.	Generation Factor 0.22/D.U.	Generation Factor 0.20/D.U.
0.38 x 4,293 = 1,631	0.22 x 4,293 = 945	0.20 x 4,293 = 859

5.10 NATURAL GAS

The Gas Company will provide natural gas to the project site and install gas mains to the project site as necessary.

5.11 ELECTRICITY

Southern California Edison Company (SCE) currently provides electrical service in the area. All new lines and all existing lines within the project less than 34.5 kV, shall be placed underground by the developer according to City of Ontario requirements and in accordance to City of Ontario undergrounding Ordinance.



SPECIFIC PLAN BOUNDARY

FULL ACCESS

POTENTIAL ACCESS POINT

12 KV OVERHEAD TO BE RELOCATED UNDERGROUND

12 KV UNDERGROUND TO BE ADDED

PUBLIC STREET

BACKBONE PRIVATE STREET

NEIGHBORHOOD PARK (CONCEPTUAL LOCATION)

ROUND-A-BOUT (CONCEPTUAL LOCATION)

N

EXHIBIT 5-24 EXISTING ON-SITE FACILITIES

5.12 SOLID WASTE DISPOSAL

CenterPark shall follow the City of Ontario's latest "Solid Waste Department Refuse and Recycling Planning Manual". City crews, through the Ontario Municipal Utilities Company, will provide solid waste collection and disposal service for the project. The project will participate in City sponsored recycle programs and diversion of special wastes such as tires and construction materials. Provisions for solid waste and recycling for the project are as follows:

- Residential – For curbside automated container service, developer shall comply with Municipal Code Section 6-3.308.9(a) and (d), Residential Receptacles, Placement.
- Recycling Requirements – The developer shall comply with Municipal Code Article 6 Recycling Requirements for Special Business Activity, Section 6-3.601 Business Recycling Plan and Section 6-602 Construction and Demolition Recycling Plan.
- Site Improvement Plans shall follow the City of Ontario refuse collection standards.
- Community trash enclosures ("dumpsters") may be utilized, dependent upon housing product types/ orientation.

SECTION 6: DEVELOPMENT REGULATIONS

6.1 INTRODUCTION

The provisions contained herein shall regulate design and development within the CenterPark Specific Plan. The regulations contained herein provide for the development of all land use categories with development regulations established for residential uses, commercial uses, recreational facilities, and landscaping.

6.2 DEFINITION OF TERMS

The meaning and construction of words, phrases, titles and terms shall be the same as provided in the City of Ontario Development Code Article 2, "Definitions", unless otherwise specifically provided for herein. The definitions of residential types shall be those defined in *Section 4, Land Use Plan* of the CenterPark Specific Plan within the discussion of each respective residential type. The definition of architectural and design terms shall be the same as those provided in the City of Ontario Development Code.

6.3 APPLICABILITY

The development regulations contained herein provide specific land use development standards for the project. Regulations address residential development and provide for general landscaping regulations. Application of the following regulations is intended to encourage the most appropriate use of the land, ensure the highest quality of development and protect the public health, safety and general welfare. Whenever the provisions and development standards contained herein conflict with those contained in the City of Ontario Development Code, the provisions of the CenterPark Specific Plan shall take precedence. Where the CenterPark Specific Plan is silent, City of Ontario codes shall apply. All architectural and landscape improvements shall be consistent with the Design Guidelines contained in *Section 7, Design Guidelines* of the CenterPark Specific Plan. All architectural and landscape plans shall be submitted to the City for approval.

6.4 ADMINISTRATION

The CenterPark Specific Plan is adopted by ordinance and serves to implement the City of Ontario General Plan (TOP) as well as the zoning for the Specific Plan area. The CenterPark Specific Plan addresses general provisions, permitted uses, development standards and design guidelines. The CenterPark Specific Plan Development Regulations address general provisions, permitted uses and development standards for the community. The Specific Plan has been prepared in conformance with the Goals and Polices of the City's Policy Plan as outlined in *Section 9, General Plan Consistency*.

6.5 GENERAL SITE DEVELOPMENT CRITERIA

The following general site development criteria shall apply to all development projects within CenterPark:

1. **Gross Acres** – Except as otherwise indicated, gross acres for all development areas are measured to the centerline of streets.

2. **Adjusted Gross Acres** – For the purpose of determining the proposed intensity of land uses, adjusted gross acres for all development areas are measured outside of the City's ultimate street ROW and adjoining neighborhood edge as required by the City.

3. **Building Modification** – Building additions and/or alterations permitted by the CenterPark Specific Plan shall match the architectural style of the primary unit and shall be constructed of the same materials, details and colors as the primary unit.

4. **Density Transfer** – The CenterPark Specific Plan allocates a target number, type and density of units to each Planning Area as indicated in the **Table 4-1, Land Use Summary**, in *Section 4* of the Specific Plan. Variations in the number and density of dwelling units within each residential Planning Area may occur at the time of final design of the Planning Area depending upon the residential type identified for development. Increases in the number of residential units, up to a maximum of fifteen percent (15%), are permitted among the residential Planning Areas within the project, subject to approval by the City of Ontario and upon agreement of each respective property owner or developer, provided the overall total number of units established for the CenterPark Specific Plan is not exceeded.

5. **Grading** – Development within the project site shall utilize grading techniques as approved by the City of Ontario. Grading concepts shall respond to the design guidelines included in the CenterPark Specific Plan which guide the development of land use toward the goal of providing for a livable community with streets and entries designed for walking and resident interaction.

6. **Maximum Number of Dwelling Units** – The maximum number of residential dwelling units permitted within the CenterPark Specific Plan is 4,293.

7. **Solid Waste/Recycling** - Development within the project shall comply with City requirements for the provision and placement of solid waste and recycling receptacles.

8. **Technology** – All homes and businesses shall accommodate modern technology for internet access, phone, fax, and television. Broadband fiber optics cable will be installed on all peripheral street per the approved Broadband Master Plan, as defined by the City Standards.

9. **Utilities** – All new and existing public utility distribution lines of 35.5 kV or less shall be subsurface throughout the CenterPark Specific Plan.

10. **Best Management Practices** – Development of storm water runoff improvements within the CenterPark Specific Plan shall adhere to currently adopted Best Management Practices (BMP's). The Site Design BMP's may include, but not be limited to, creating landscape strips and landscaped setback areas that can be graded and depressed to retain and infiltrate irrigation water and runoff from smaller storm events, drain rooftops into rain gutters which would drain into an area of porous subgrade and depressing the park areas to provide storm water infiltration and water quality treatment. Common area landscaping and parks shall be designed to function as a series of shallow storm water treatment basins and infiltration zones for storm water runoff from surrounding areas wherever moderately well-draining soils exist.

6.6 PERMITTED USES AND RESIDENTIAL DEVELOPMENT STANDARDS

6.6.1 Permitted Uses

Any land use that is not listed in the CenterPark Specific Plan shall be considered a prohibited land use. Land uses that are similar to one or more of the uses listed below but are not expressly stated as a Permitted or Conditionally Permitted use may be allowed subject to the approval of the Planning Director of the City of Ontario.

Permitted and Conditionally Permitted Land Uses within the Mixed-Use District and Residential Planning Areas of the CenterPark Specific Plan are described in **Table 6-1, Allowable Land Uses**.

Uses allowed within the Residential Planning Areas of the CenterPark Specific Plan include a variation of residential densities and uses consistent with the City of Ontario General Plan (TOP).

Permitted Uses are allowed by right and may be developed as the primary land use without additional discretionary approval subject to the development standards and guidelines outlined in the Specific Plan.

Conditionally Permitted Uses are allowed subject to the approval of a Conditional Use Permit (CUP) from the City of Ontario.

Allowed Uses include the development of residential single-family detached dwelling units including conventional, traditional and cluster detached housing types, and single-family attached and multi-family dwelling units that include townhomes, duplexes, triplexes, apartments and other attached housing types. Providing a variety of home types allows homeowners the opportunity to move up within the community as their lifestyles and needs change over time.

Permitted and Conditionally Permitted Land Uses within the Residential Planning Areas of the CenterPark Specific Plan are described in **Table 6-1, Allowable Land Uses**. Additional Land Uses within the Mixed-Use planning areas may be allowed subject to the approval by the Planning Director with an administrative minor Specific Plan amendment.

TABLE 6-1 ALLOWABLE LAND USES

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
"**P**" = Permitted Land Uses "**C**" = Conditionally Permitted Land Uses "**A**" = Administratively Permitted Uses "**--**" = Prohibited Land Uses		
AGRICULTURAL USES		
Temporary and Interim Agricultural Uses	**P**	**P**
MANUFACTURING		
Artisan Crafts (Made by Hand) such as Glassworks, Jewelry and Pottery	**--**	**C**
HEALTH CARE AND SOCIAL ASSISTANCE		
Child Day Care Services (Commercial Facilities)	**--**	**P**
Urgent Care	**--**	**P**
COMMERCIAL USES		
INFORMATION		
Wireless Telecommunication Facilities	**--**	**C**
EATING AND DRINKING PLACES AND FOOD SERVICES		
Alcoholic Beverage Sales for Consumption on the Premises (includes all Retailer's On-Sale Licenses issued by the State of California Department of Alcoholic Beverage Control) as an Ancillary Use	**--**	**C**
Bakery Retail	**--**	**P**
Catering Services as an Ancillary Use	**--**	**C**
Coffee House/Cafe	**--**	**P**
Delicatessen/Cafeteria	**--**	**P**
Ice Cream Parlor	**--**	**P**
Restaurant, Family Full Service, Specialty and Fast Food	**--**	**P**
Restaurant		
- Without Drive-Thru	**--**	**P**
- With Drive-Thru	**--**	**C**
PERSONAL SERVICES		
Fitness and Recreational Sports Center		
Health Clubs	**--**	**P**
- Gross Floor Area less than 10,000 sq. ft.	**--**	**P**
- Gross Floor Area 10,000 sq. ft. or more	**--**	**C**
OFFICES		
Administrative and Support Services	**--**	**P**
General Offices	**--**	**P**
Government Offices	**--**	**P**
RETAIL		
Banks/Credit Unions/ATMs	**--**	**P**
Car Wash Full Service/Self-Service	**--**	**C**

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
Commercial Recreation/Virtual Sports	--	C
Drug Store/Pharmacy as an Ancillary Use- no drive-thru	--	C
Electric Vehicle Charging Stations (Automobiles) as an Ancillary Use	--	C
Gas Station/Convenience Store (no Alcoholic Beverage Sales)	--	C
General Merchandise/Retail Store	--	P
Grocery Store/Health and Specialty Food Store	--	P
Hotels	--	C
Medical Clinic/Healthcare Center/Urgent Care	--	P
Places Of Worship	C	C
RESIDENTIAL USES		
Single-Family Detached /Attached / Multi-Family Residences		
- Single-Family Dwellings	P	P
- Attached and Detached Condominiums	P	P
- Townhomes	P	P
- Stacked Flats	P	P
- Multiple Family Dwellings/Apartments	P	P
Residential Community Care Facility (6 or Less)	P	P
Home Occupation	P	P
Public School K-12 in accordance with the City Development Code	P	P
Model Homes and temporary related Signage, Sales and Parking Facilities	A	A
Senior Center	C	C
Senior Housing	P	C
Convalescent Facility	C	C
Live/Work Units	C	C
Places of Public Assembly (including Places of Worship)	C	C
Residential Day Care Facilities serving up to 14 Children	P	P
Private Recreation	C	C
Single Room Occupancy (SRO) Facilities	--	C
Accessory Residential Structures		
- Accessory Dwelling Units	P	P
- Accessory Residential Structures (Includes Guesthouses, Garages, Carports, Garden and Tool Sheds and Other Ancillary Buildings and Structures determined appropriate by the Planning Director)	P	P
Animal Keeping		
- 4 or fewer Pets	P	P
Employee (Farmworker) Housing		
- 6 or fewer Employees	--	C

LAND USE	MEDIUM DENSITY RESIDENTIAL	MIXED-USE DISTRICT
Temporary Uses and Interim Uses		
Christmas Tree, Pumpkin and Similar Lots	--	**A**
Outdoor Displays	--	**A**
Parking Lot Sales	--	**A**
Street/Craft Fairs and Farmer's Markets	--	**A**
Temporary Structures	--	**A**
SPECIALTY USES		
Police Store Front/Sub Station/Fire Station/Emergency Services	--	**P**
Public Parks, Community Centers and Similar Facilities	--	**P**

6.6.2 Residential Development Standards

A variety of home types, composed of detached and attached residential buildings, are permitted within CenterPark. This variety optimizes a range of choices and a mix of homes within the community. Home types range from single-family detached residences and detached condominiums, to 5-story apartment buildings. Providing a variety of home types allows homeowners the opportunity to move up within the community as their lifestyles and needs change over time.

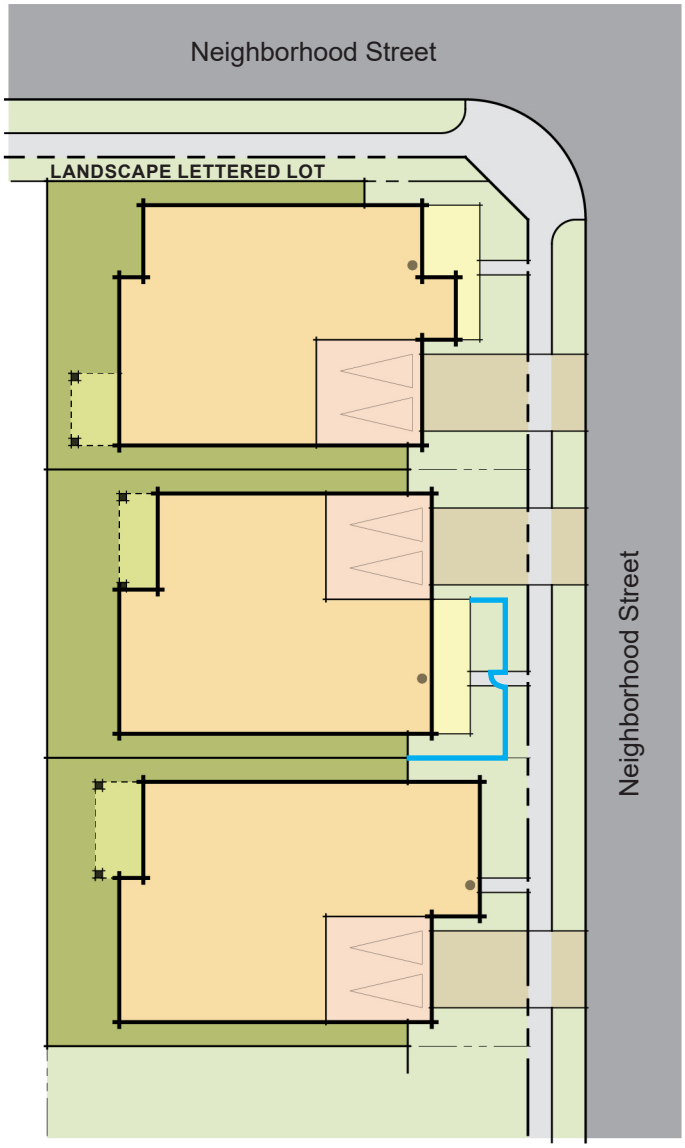
The following development standards for residential development establish the minimum criteria for the development within the CenterPark Specific Plan. The following exhibits depict the typical plotting for the anticipated detached and attached home types within the Specific Plan area.

Important to note: The following exhibits depict conceptual plotting only. The building footprints shown are not intended to represent actual floor plans or building configurations nor do they represent a comprehensive list of allowed home types.

The final product types within the Specific Plan area will be reviewed and determined at future TTM and Development Plan review

Additional residential designs that are consistent with the Specific Plan Development Standards and Design Guidelines may be approved by the City of Ontario Planning Director.

The development standards for residential development establish the minimum criteria within the CenterPark Specific Plan. Specific standards for each allowed building type are described in **Table 6-2, Residential Development Standards**.



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	3,500 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage - Side Entry Door	10 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	5 ft.
Rear Yard to Living	10 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Living to Living	20 ft.
Side to Side (5)	8 ft.
Rear to Rear (Garage to Living)	14 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

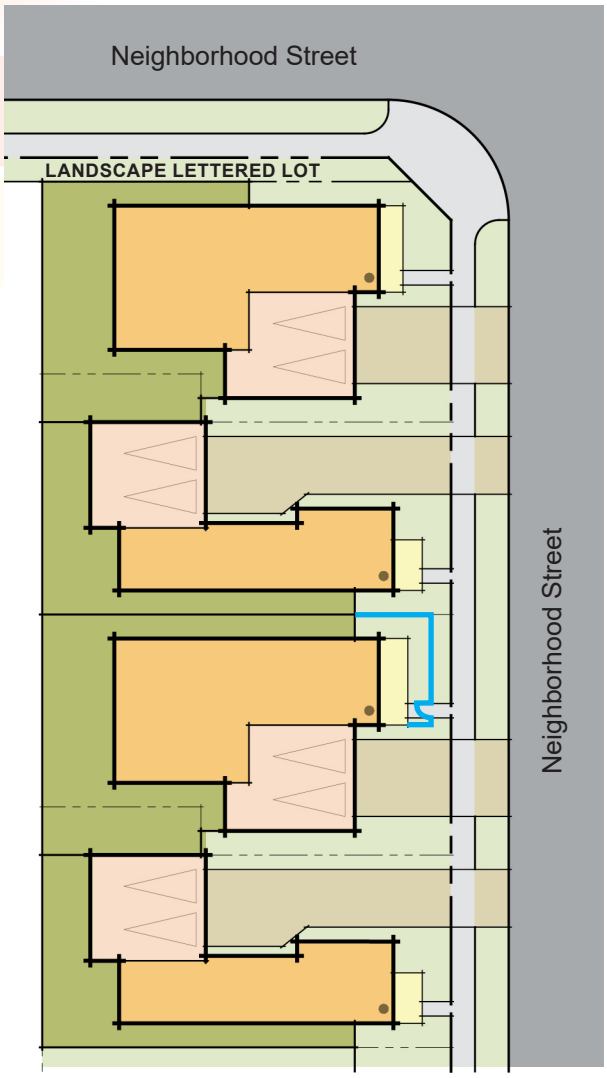
(5) Interior side yard setback may be reduced to 4 ft. in conditions where there is no side yard wall and the minimum usable side private yard area is 8 ft. min.

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-1 CONVENTIONAL SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	2,500 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage - Side Entry Door	10 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	N/A
Rear Yard to Living	10 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Living to Living	20 ft.
Side to Side (5)	8 ft.
Rear to Rear (Garage to Living)	14 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

(5) Interior side yard setback may be reduced to 4 ft. in conditions where there is no side yard wall and the minimum usable side private yard area is 8 ft. min.

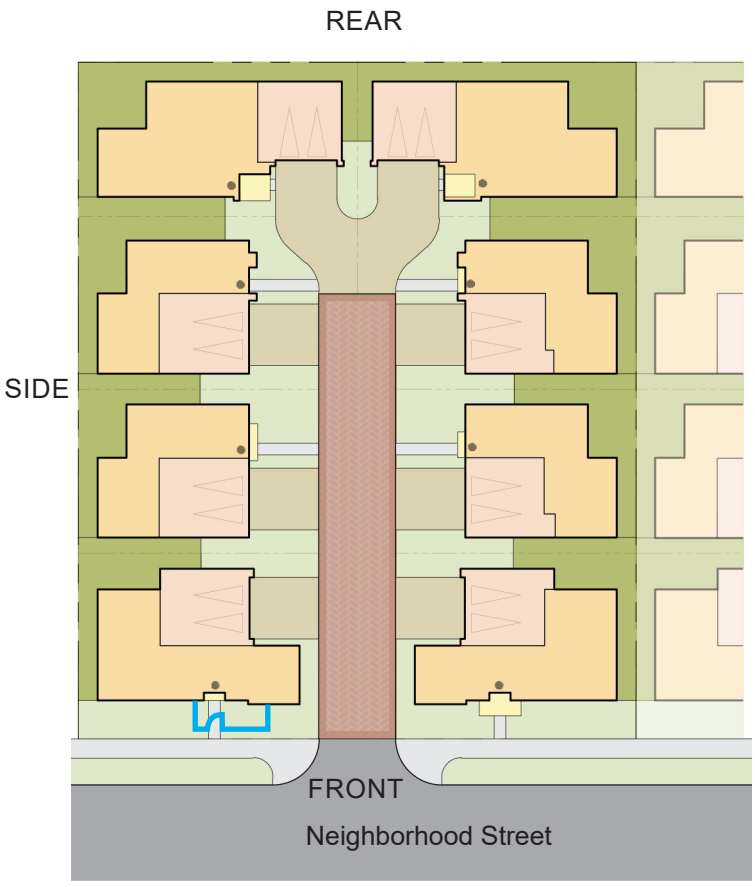
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-2 Z LOT/ZERO LOT SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	2,500 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage to Private Drive	10 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	5 ft.
Rear Yard to Living	4 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Side to Side	10 ft.
Rear to Rear	8 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk, including a 5 ft. mi. lettered lot.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

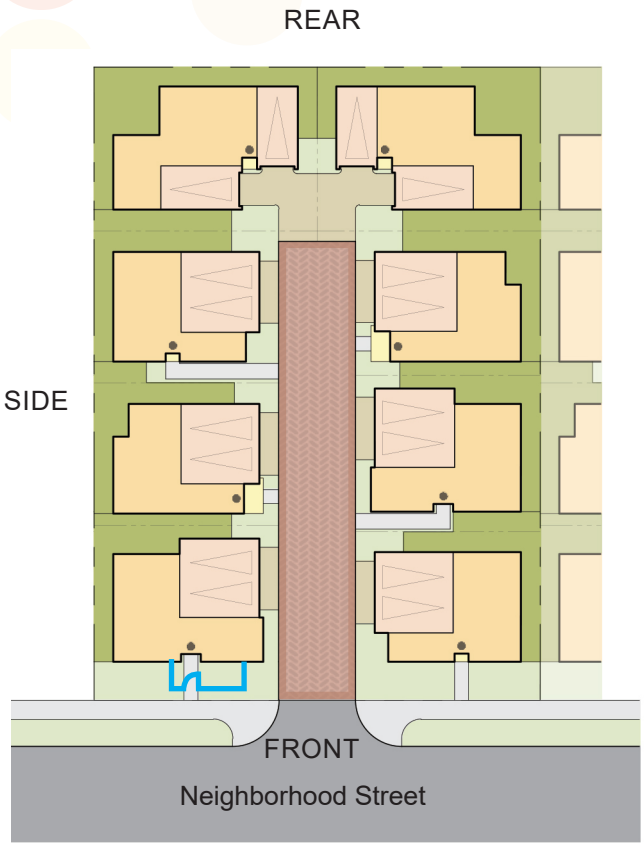
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-3 LARGE CLUSTER SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	1,800 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage to Private Drive	3 ft.
Corner Side Yard (2)	10 ft.
Interior Side Yard	5 ft.
Rear Yard to Living	4 ft.
Rear Yard to Garage	4 ft.
Building Separation (Minimum)	
Side to Side	10 ft.
Rear to Rear	8 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from ROW/back of sidewalk, including a 5 ft. mi. lettered lot.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

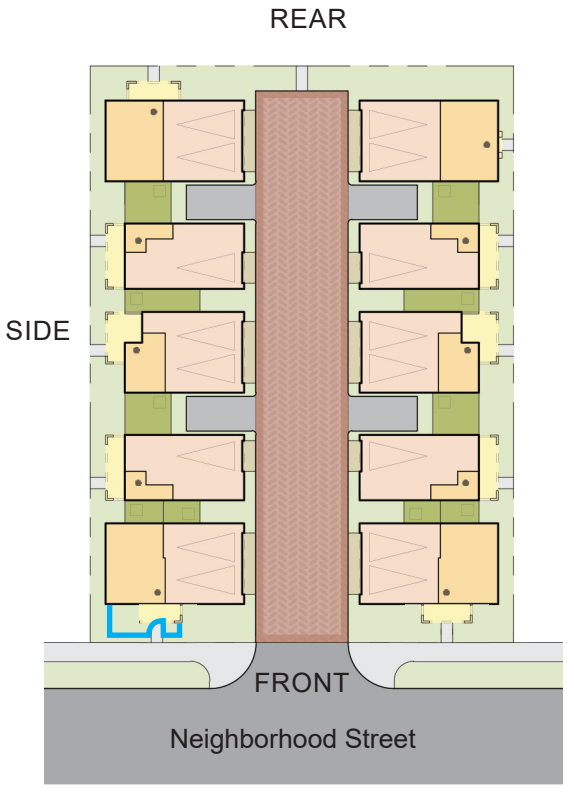
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-4 SMALL CLUSTER SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	1,800 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	18 ft.
Garage Door to Private Drive	3 ft.
Corner Side Yard	10 ft.
Interior Side Yard	10 ft.
Rear Yard to Living	8 ft.
Rear Yard to Garage	8 ft.
Building Separation (Minimum)	
Side to Side	20 ft.
Interior Parking Setback to Garage	1 ft.
Interior Parking Setback to Living	5 ft.
Rear to Rear	16 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	65%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (2) (3)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

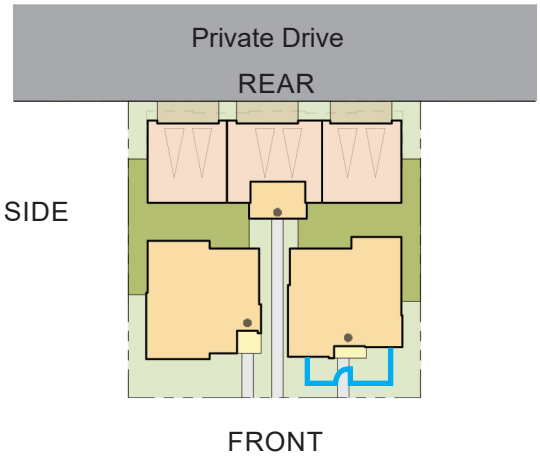
(3) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-5 COURTYARD SFD



NTS

DEVELOPMENT STANDARDS	DETACHED SFD
Lot Dimensions (Minimum)	
Net Lot Area	6,000 SF
Setback (Minimum) (1)	
Front Yard	10 ft.
Covered Porch	5 ft.
Low Wall (Front)	2.5 ft.
Front Facing Garage	N/A
Garage Door to Private Drive	3 ft.
Corner Side Yard (2)	9 ft.
Interior Side Yard	4 ft.
Rear Yard to Living	3 ft.
Building Separation (Minimum)	
Front to Front	20 ft.
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	28 ft. (2S) 35 ft. (3S)
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	60%
Open Space Coverage (Minimum)	
Common Open Space Required	N/A
Private Open Space/Unit	250 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

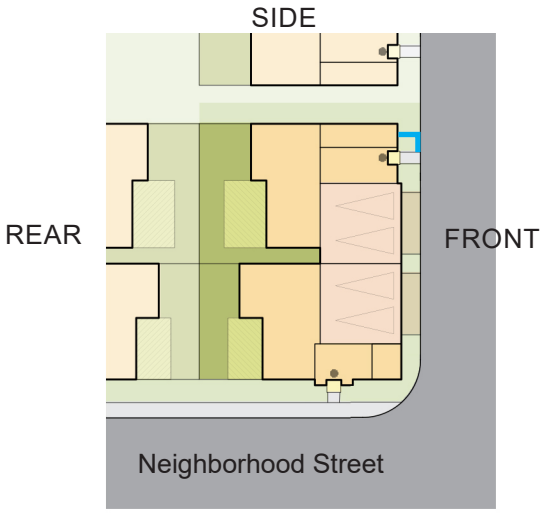
(1) Setback measured from property line unless otherwise noted.
(2) Corner side setbacks are measured from ROW/back of sidewalk.
(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

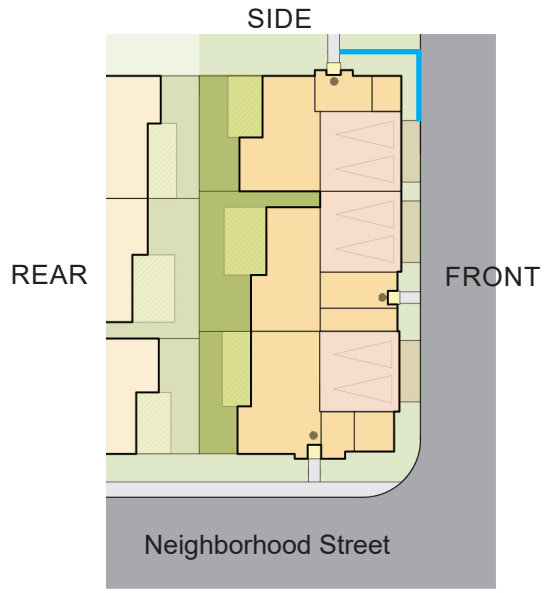
- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-6 COTTAGE SFD



DUPLEX

NTS



TRIPLEX

NTS

NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

DEVELOPMENT STANDARDS	ATTACHED (2 STORY)	ATTACHED (3 STORY)
Lot Dimensions (Minimum)		
Net Lot Area	N/A	N/A
Setback (Minimum) (1)		
Front Yard	10 ft.	12 ft.
Covered Porch	5 ft.	5 ft.
Low Wall	2.5 ft.	2.5 ft.
Front Facing Garage	3 ft.	3 ft.
Garage - Side Entry Door	N/A	N/A
Corner Side Yard (2)	10 ft.	12 ft.
Interior Side Yard	4 ft.	5 ft.
Rear Yard	10 ft.	10 ft.
Garage Door to Private Drive	3 ft.	3 ft.
Building Separation (Minimum)		
Side to Side	8 ft.	10 ft.
Side to Rear	14 ft.	15 ft.
Rear to Rear	20 ft.	20 ft.
Building Height (Maximum)		
Building Height	28 ft.	38 ft.
Accessory Structure	16 ft.	16 ft.
Building Coverage (Maximum)		
Building Coverage	65%	70%
Open Space Coverage (Minimum)		
Common Open Space Required	250 SF/DU	250 SF/DU
Private Open Space/Unit	150 SF (1ST FLR) 75 SF (UPPER FLRS)	75 SF
Maximum Wall and Fence Heights (3) (4)		
Walls and Fences	6 ft.	6 ft.
Walls/Fences w/Retaining	9 ft.	9 ft.

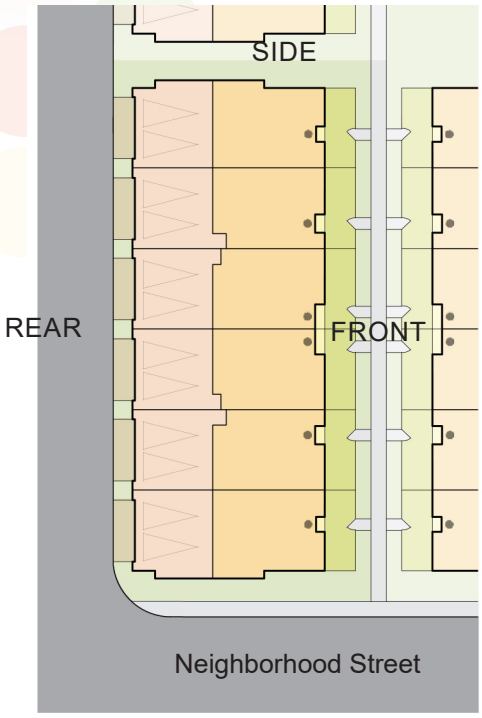
(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

EXHIBIT 6-7 DUPLEX/TRIPLEX SFD



NTS

DEVELOPMENT STANDARDS	ATTACHED (2 STORY)	ATTACHED (3 STORY)
Lot Dimensions (Minimum)		
Net Lot Area	N/A	N/A
Setback (Minimum) (1)		
Front Yard	10 ft.	12 ft.
Covered Porch	5 ft.	5 ft.
Low Wall	2.5 ft.	2.5 ft.
Front Facing Garage	3 ft.	3 ft.
Garage - Side Entry Door	N/A	N/A
Corner Side Yard (2)	10 ft.	12 ft.
Interior Side Yard	N/A	N/A
Rear Yard	3 ft.	3 ft.
Garage Door to Private Drive	3 ft.	3 ft.
Building Separation (Minimum)		
Front to Front (includes porch) (3)	20 ft.	20 ft.
Front to Side	15 ft.	16 ft.
Side to Side	10 ft.	12 ft.
Side to Rear	N/A	N/A
Rear to Rear	30 ft.	30 ft.
Building Height (Maximum)		
Building Height	28 ft.	38 ft.
Accessory Structure	16 ft.	16 ft.
Building Coverage (Maximum)		
Building Coverage	65%	70%
Open Space Coverage (Minimum)		
Common Open Space Required	250 SF/DU	250 SF/DU
Private Open Space/Unit	150 SF (1ST FLR) 75 SF (UPPER FLRS)	75 SF
Maximum Wall and Fence Heights (4) (5)		
Walls and Fences	6 ft.	6 ft.
Walls/Fences w/Retaining	9 ft.	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

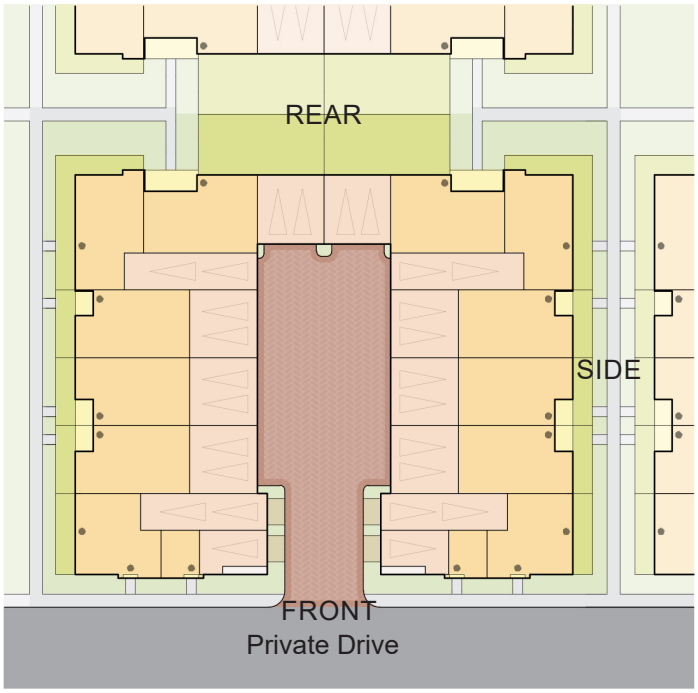
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-8 TOWNHOME/ROWTOWN SFA



NTS

DEVELOPMENT STANDARDS	ATTACHED (2 STORY)	ATTACHED (3 STORY)
Lot Dimensions (Minimum)		
Net Lot Area	N/A	N/A
Setback (Minimum) (1)		
Front Yard	10 ft.	12 ft.
Covered Porch	5 ft.	5 ft.
Low Wall	2.5 ft.	2.5 ft.
Front Facing Garage	18 ft.	18 ft.
Garage - Side Entry Door	10 ft.	10 ft.
Corner Side Yard (2)	10 ft.	12 ft.
Interior Side Yard	10 ft.	12 ft.
Rear Yard	10 ft.	10 ft.
Rear Yard to Garage	N/A	N/A
Building Separation (Minimum)		
Front to Front (includes porch)	N/A	N/A
Front to Side	N/A	N/A
Side to Side (3)	20 ft.	24 ft.
Side to Rear	20 ft.	25 ft.
Rear to Rear	20 ft.	25 ft.
Building Height (Maximum)		
Building Height	28 ft.	38 ft.
Accessory Structure	16 ft.	16 ft.
Building Coverage (Maximum)		
Building Coverage	65%	70%
Open Space Coverage (Minimum)		
Common Open Space Required	250 SF/DU	250 SF/DU
Private Open Space/Unit	150 SF (1ST FLR) 75 SF (UPPER FLRS)	75 SF
Maximum Wall and Fence Heights (4) (5)		
Walls and Fences	6 ft.	6 ft.
Walls/Fences w/Retaining	9 ft.	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

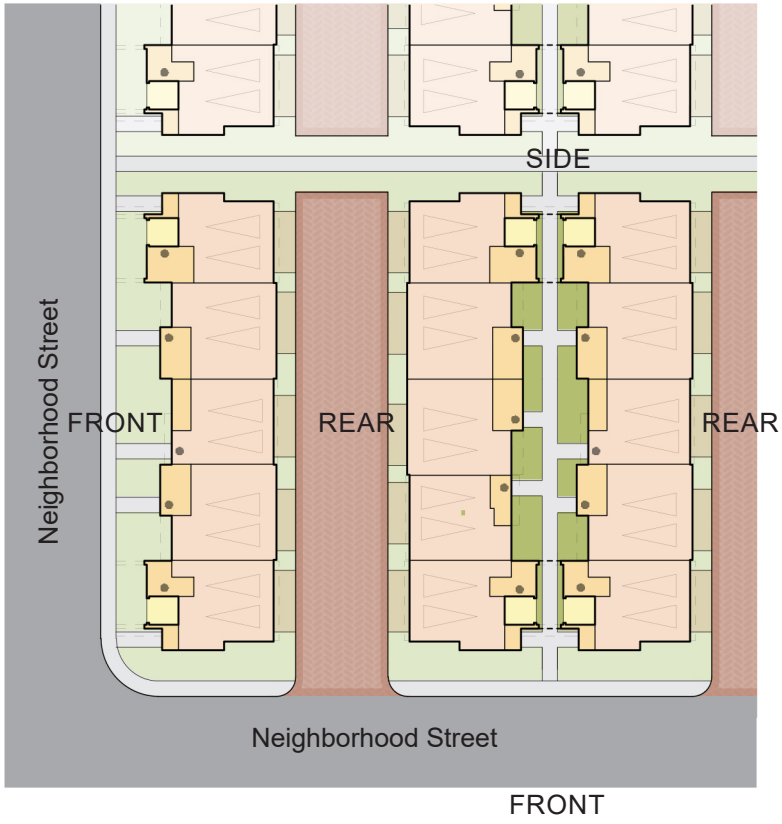
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-9 AUTOCOURT SFA



NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	10 ft.
Corner Side Yard (2)	12 ft.
Interior Side Yard	6 ft.
Rear Yard	3 ft.
Rear Yard to Garage	3 ft.
Building Separation (Minimum)	
Front to Front (includes porch) (3)	N/A
Front to Side	N/A
Side to Side	15 ft.
Side to Rear	N/A
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (3) (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

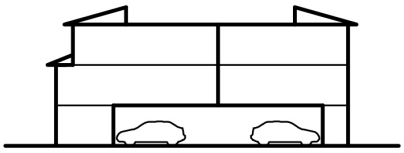
(1) Setback measured from property line unless otherwise noted.
(2) Corner side setbacks are measured from curb.
(3) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.
(4) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.
(5) Porch structure minimum depth and width and clear space size.

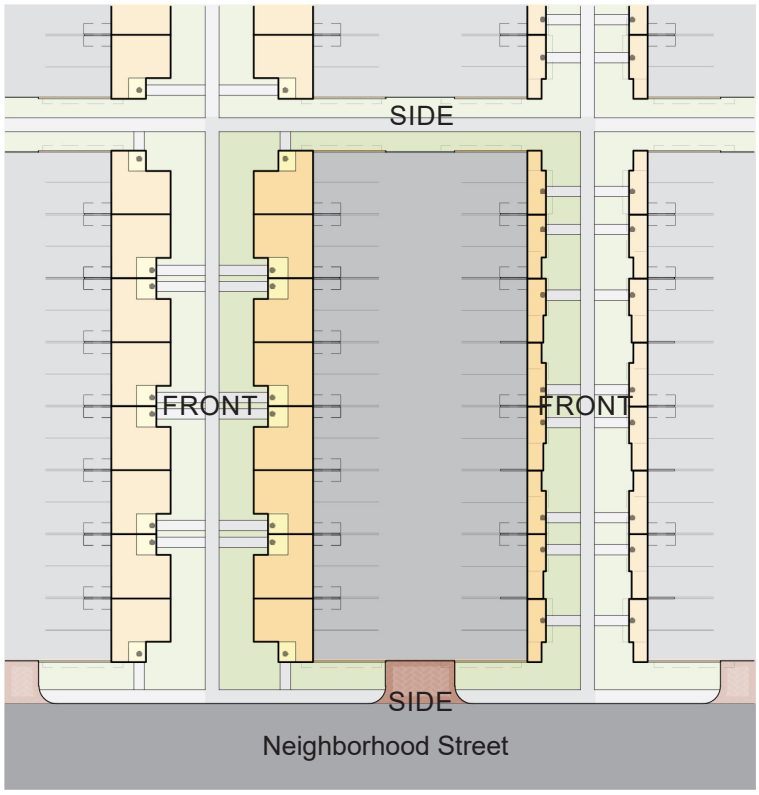
NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-10 COURTYARD TOWNHOMES





NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	12 ft.
Interior Side Yard	6 ft.
Rear Yard	N/A
Rear Yard to Garage	N/A
Building Separation (Minimum)	
Front to Front (includes porch) (3)	24 ft. / 30 ft.
Front to Side	15 ft.
Side to Side	15 ft.
Side to Rear	N/A
Rear to Rear	N/A
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

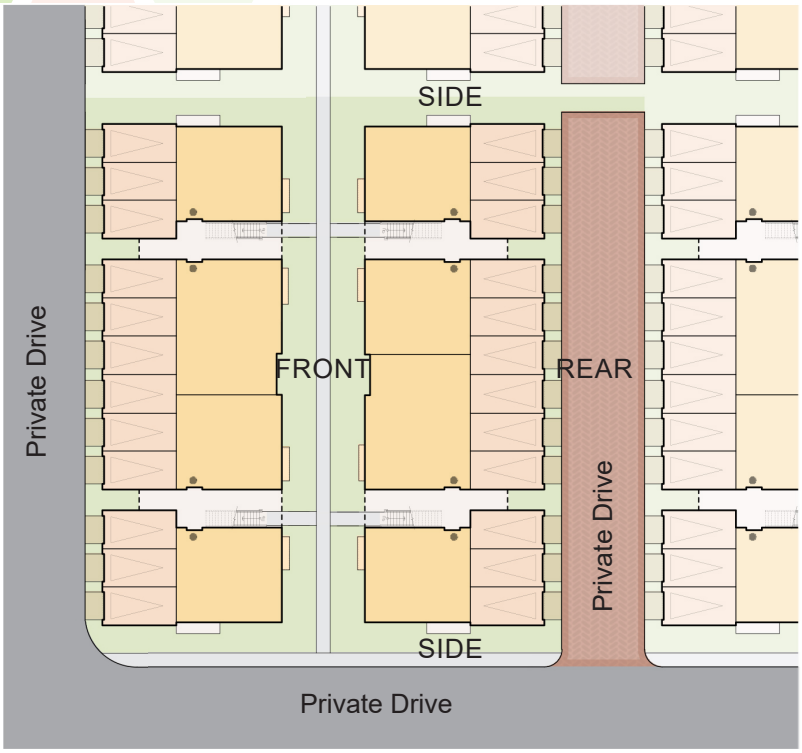
(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-11 3 STORY PODIUM SFA



NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	10 ft.
Interior Side Yard	6 ft.
Rear Yard	3 ft.
Rear Yard to Garage	3 ft.
Building Separation (Minimum)	
Front to Front (includes porch) (3)	24 ft. / 30 ft.
Front to Side	15 ft.
Side to Side	20 ft.
Side to Rear	N/A
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

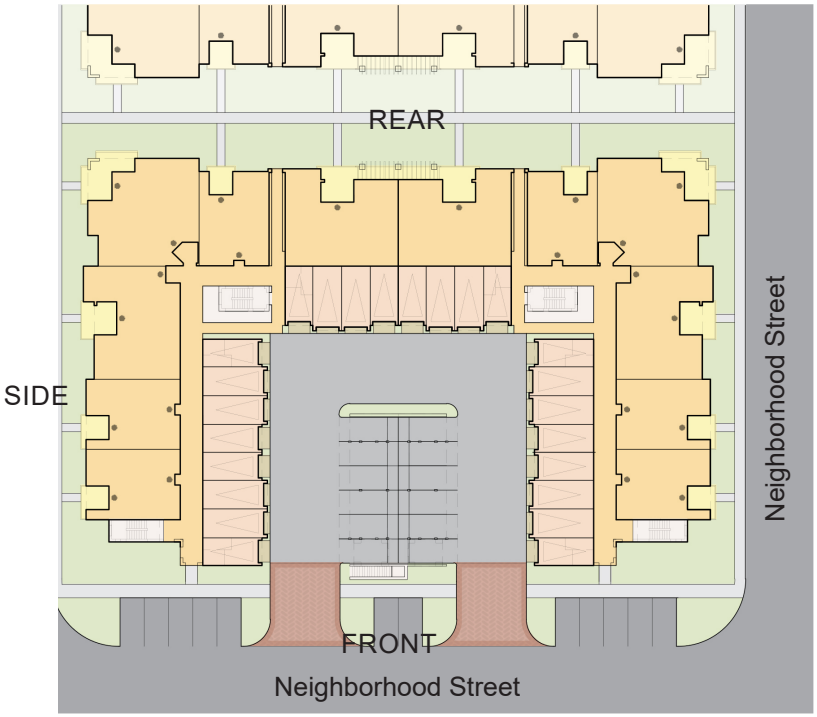
NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-12 TUCK UNDER APARTMENT/CONDOMINIUM



NTS

DEVELOPMENT STANDARDS	ATTACHED (3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	12 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	3 ft.
Garage - Side Entry Door	N/A
Corner Side Yard (2)	10 ft.
Interior Side Yard	6 ft.
Rear Yard	10 ft.
Rear Yard to Garage	N/A
Building Separation (Minimum)	
Front to Front (includes porch) (3)	N/A
Front to Side	N/A
Side to Side	15 ft.
Side to Rear (3)	20 ft.
Rear to Rear (3)	30 ft.
Building Height (Maximum)	
Building Height	38 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	70%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) Porch structure minimum depth and width and clear space size.

NOTE:

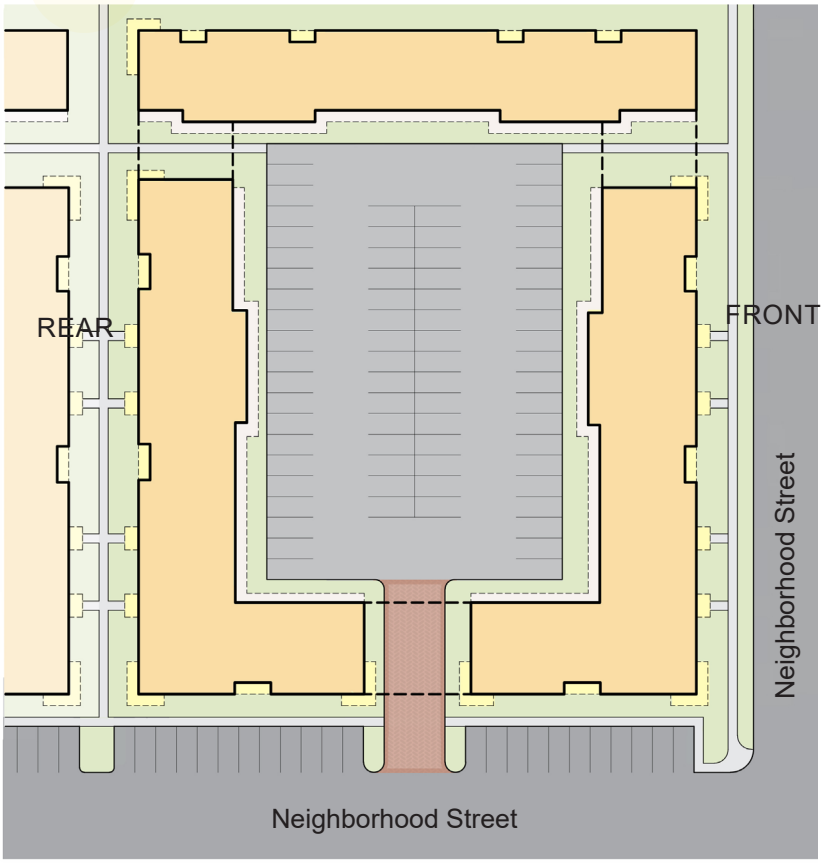
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

EXHIBIT 6-13 MOTORCOURT APARTMENT/CONDOMINIUM

SIDE



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NOTE:

EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

DEVELOPMENT STANDARDS	ATTACHED (+3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	15 ft.
Covered Porch	5 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	15 ft.
Interior Side Yard	15 ft.
Rear Yard	15 ft.
Rear Yard to Garage	N/A
Building Separation (Minimum)	
Front to Front (includes porch)	20 ft. (2 story) 30 ft. (3 story) 40 ft. (4+ story)
Front to Side	N/A
Side to Side	30 ft.
Side to Rear	30 ft.
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	58 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	75%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

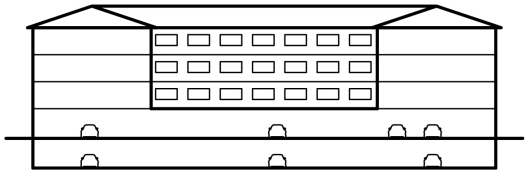
(2) Corner side setbacks are measured from curb.

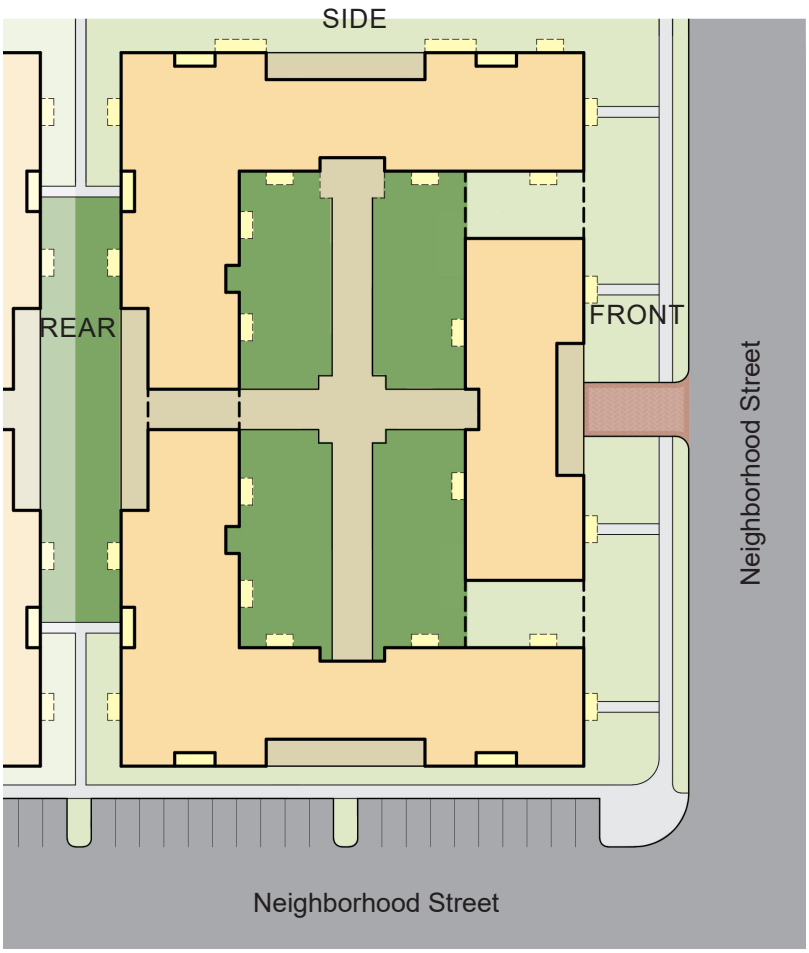
(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

EXHIBIT 6-14 WRAP MULTI-FAMILY





NTS

NOTE:
EXHIBIT DEPICTS CONCEPTUAL PLOTTING ONLY.
NOT ACTUAL FLOOR PLAN/FOOTPRINTS.

LEGEND:

- BUILDING
- PRIVATE YARD
- PATIO
- PUBLIC VISIBLE LOT AREA
- GARAGE
- FRONT PORCH
- DRIVEWAY
- STREET
- FRONT ENTRY LOCATION
- PROPERTY LINE
- 6' WALL
- LOW WALL

DEVELOPMENT STANDARDS	ATTACHED (+3 STORY)
Lot Dimensions (Minimum)	
Net Lot Area	N/A
Setback (Minimum) (1)	
Front Yard	15 ft.
Covered Porch	3 ft.
Low Wall	2.5 ft.
Front Facing Garage	N/A
Garage - Side Entry Door	N/A
Corner Side Yard (2)	15 ft.
Interior Side Yard	15 ft.
Rear Yard	15 ft.
Rear Yard to Garage	3 ft.
Building Separation (Minimum)	
Front to Front (includes porch)	20 ft. (2 story) 30 ft. (3 story) 40 ft. (4+ story)
Front to Side	N/A
Side to Side	30 ft.
Side to Rear	30 ft.
Rear to Rear	30 ft.
Building Height (Maximum)	
Building Height	58 ft.
Accessory Structure	16 ft.
Building Coverage (Maximum)	
Building Coverage	75%
Open Space Coverage (Minimum)	
Common Open Space Required	250 SF/DU
Private Open Space/Unit	75 SF
Maximum Wall and Fence Heights (4) (5)	
Walls and Fences	6 ft.
Walls/Fences w/Retaining	9 ft.

(1) Setback measured from property line unless otherwise noted.

(2) Corner side setbacks are measured from curb.

(3) Fronts door entries facing onto each other shall have a minimum setback of 24 ft. for 2 story buildings and 30 ft. for 3 story building elements.

(4) Wall heights shall be a maximum of 3 ft. in front yards setbacks to allow for vehicular minimum sight-line requirements.

(5) If all or any portion of a wall is used for retaining purposes, the maximum height shall be increased to 9 ft.

EXHIBIT 6-15 PODIUM MULTI-FAMILY

6.6.3 Use and Benefit Easements

In order to optimize usable yard area, decrease the visual impact of the garage from the street or otherwise provide a better quality of life, some single-family detached home types may utilize "use and benefit easements".

Higher density SFD neighborhoods are typically developed either as detached condominiums or as fee simple lots. The easements are an alternative to conventional "zero lot line" programs. Architecturally, it allows high windows on the non-active side of the house to allow natural light on three sides of the floor plan. Zero lot line programs generally have a large blank wall along one side yard.

The "use and benefit easements" (**See Exhibit 6-16, Use and Benefit Easements**) shall be recorded on the subject property's deed and shall be described in the Covenants, Conditions and Restrictions of the respective homeowners association.

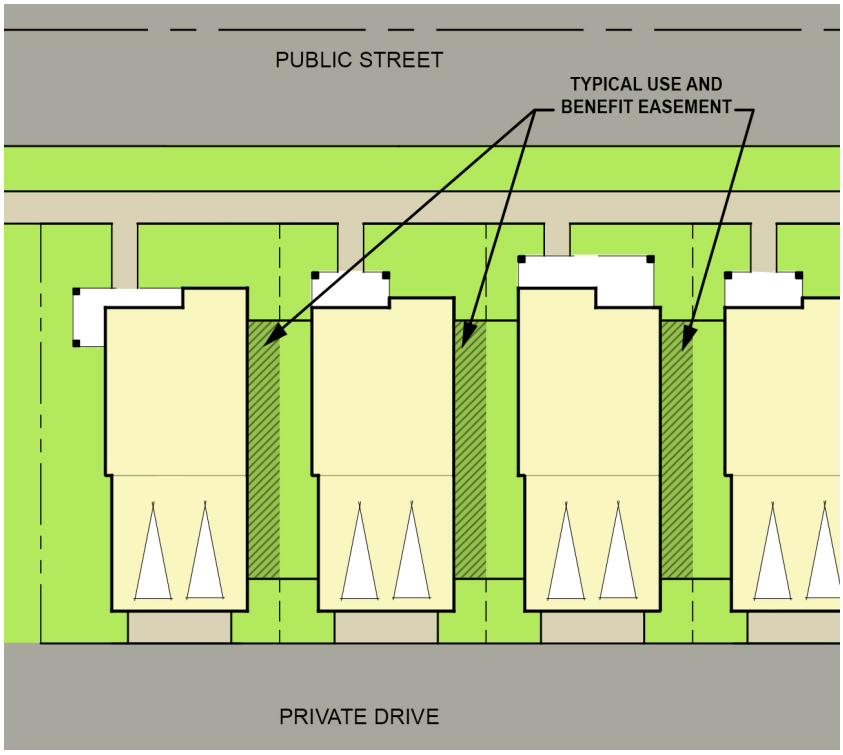


EXHIBIT 6-16 USE AND BENEFIT EASEMENTS

6.7 MIXED-USE DEVELOPMENT STANDARDS

Uses allowed within the Mixed-Use Planning Areas of the CenterPark Specific Plan include a variety of retail, office and higher density residential uses consistent with the City of Ontario General Plan (TOP).

Permitted Uses are allowed by right and may be developed as the primary land use without additional discretionary approval subject to the development standards and guidelines outlined in the Specific Plan. Conditionally Permitted Uses are allowed subject to the approval of a Conditional Use Permit (CUP) from the City of Ontario.

TABLE 6-2 MIXED-USE DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	RETAIL COMMERCIAL AND OFFICE
Minimum Lot Size/Area	**8,000 sq ft**
Floor Area Ratio (Calculated based on gross site average)	
Maximum Commercial	**0.3 FAR**
Maximum Office	**0.7 FAR**
Building Height (maximum) [5]	
Structures	**45 ft**
Architectural Projections (including towers, focal elements, cupulas, etc.)	**55 ft**
Minimum Landscape Coverage	10%, all setback from right-of-way areas shall be landscaped
Building Setbacks (minimum)	
From Ontario Ranch Road Right-Of-Way	**35 ft** [4]
From Grove Avenue Right-Of-Way	**20 ft**
From Private or Local Street	**10 ft** [2]
From residential structures	**25 ft**
From SCE Property Line/Easements	**0 ft**
Parking Setbacks (minimum) [1] [3]	
From Ontario Ranch Road Right-Of-Way	**35 ft**
From Grove Avenue Right-Of-Way	**20 ft**
From Private or Local Street	**10 ft**
From adjacent property	**5 ft**
From SCE Property Line/Easements	**0 ft**

Footnotes:

1. Per the City of Ontario Development Code. Commercial parking standards still apply.
2. Refer to Section 7, Landscape Design Guidelines for further setback/design requirements.
3. Parking stalls perpendicular to street shall be screened by landscaping, berms, or decorative walls that match architectural style of nearest development. Landscape screening shall mature to a minimum height of 36 inches (to screen car grilles).
4. Buildings shall be set back to the Neighborhood Edge or to the given setback from R.O.W., whichever is more restrictive. Where a Neighborhood Edge condition does not exist, setbacks from R.O.W. shall govern.
5. Maximum building heights shall comply with the requirements of Chino Airport Land Use Compatibility Plan ("CNO ALUCP").

6.8 RESIDENTIAL PARKING STANDARDS

6.8.1 Off-Street Parking Requirements

Off-street parking spaces shall be provided pursuant to **Table 6-3, Off-Street Parking Requirements**. If more than one land use is established on a lot or project site, the number of off-street parking spaces required shall be equal to the sum of the requirements prescribed for each individual land use.

The Omnitrans Bus Rapid Transit Corridor (BRT Corridor) is planned to be implemented along Ontario Ranch Road as a part of future development. The BRT Corridor is expected to provide convenient and accessible public transportation for future residents and visitors of CenterPark; and hence the potential for residents and visitors to have a reduced need for private transportation requirements. In anticipation of the future implementation of the high speed public transport route, developments which exceed the minimum density of 20 DU/Acre, located within 330 ft. of the BRT corridor along Ontario Ranch Road may be allowed to have reduced parking requirements. Refer to the Alternative Multi-Family Standards in the following **Table 6-3, Off-Street Parking Requirements**.

Minimum Standards

The parking requirements of **Table 6-3, Off-Street Parking Requirements** are expressed as minimum standards, which should be met and not exceeded. Nevertheless, if additional parking is essential to a project, the minimum parking standard may be exceeded as follows:

1. Residential Uses—Additional Parking Allowed Without Limit. For residential uses, there is no maximum limit as to the number of parking spaces that may be provided. As such, any additional parking may be provided as a matter of right.
2. Attached Residential Uses—The parking requirements for Attached Single Family Uses, including Multi-Family Residential Uses may be met using the City of Ontario Parking Standards for minimum parking or alternative minimum parking standards as defined in **Table 6-3**.
3. Residential development with a minimum density of 11 DU/AC (Net) including multi-family development, located within 330 ft. of Ontario Ranch Road may use the alternative parking standards as identified in **Table 6-3**.
4. Nonresidential Uses—Limited Additional Parking Allowed. Additional parking spaces provided in excess of the number required pursuant to **Table 6-3** of this Section may be provided for nonresidential uses or the nonresidential portions of mixed-use projects, as follows:
    a. Parking spaces may be provided up to a maximum of 10 percent above the required number as a matter of right, without any discretionary review by the City.
    b. Parking spaces provided in excess of 10 percent above the required number shall be allowed only upon approval by the Planning Commission, based upon proven need.

Gross Floor Area (GFA)

References to spaces per sq. ft. are to be computed based upon GFA, unless otherwise specified, and includes allocations of shared restrooms, and circulation and storage areas, and other similar common facilities.

Rounding of Off-Street Parking Calculations

If a fractional number results from calculations performed in compliance with this Section, one parking space shall be required for a fractional unit of 0.50 or greater, and no space shall be required for a fractional unit of less than 0.50.

TABLE 6-3 OFF-STREET PARKING REQUIREMENTS

OFF-STREET PARKING REQUIREMENTS		
	REQUIREMENTS	**NOTES**
CONVENTIONAL SINGLE-FAMILY	• 2 spaces per dwelling within a garage	
SINGLE-FAMILY DETACHED	• 2 resident spaces per dwelling • 1 guest/visitor space per 4 dwellings	• Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. • A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed.
ATTACHED SINGLE-FAMILY	**ONTARIO MULTI-FAMILY STANDARDS** • Studio: 1.5 spaces per dwelling • 1-Bedroom: 1.75 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 2.5 spaces per dwelling • Under 100 dwellings: 1 guest/visitor space per 5 dwellings • Over 100 dwellings: 1 guest/visitor space per 6 dwellings **ALTERNATIVE MULTI-FAMILY STANDARDS** • 1-Bedroom: 1.0 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 3.0 spaces per dwelling • 1 guest/visitor space per 4 dwellings	• Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. • A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed. • Development may utilize either standard to to fulfill the minimum parking requirements
MIXED-USE RESIDENTIAL	**ONTARIO STANDARD** • Studio: 1.5 spaces per dwelling • 1-Bedroom: 1.75 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 2.5 spaces per dwelling • Under 100 dwellings: 1 guest/visitor space per 5 dwellings • Over 100 dwellings: 1 guest/visitor space per 6 dwellings **ALTERNATIVE MULTI-FAMILY STANDARDS** • 1-Bedroom: 1.0 spaces per dwelling • 2-Bedrooms: 2.0 spaces per dwelling • 3+-Bedrooms: 3.0 spaces per dwelling • 1 guest/visitor space per 4 dwellings	• Guest parking spaces may be provided on-street, immediately adjacent to the development boundary, if available. • A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed. • Development may utilize either standard to fulfill the minimum parking requirements
MIXED-USE NON-RESIDENTIAL	**COMMERCIAL** • 4 spaces per 1,000 SF (0.004/SF) of GFA **OFFICE** • 4 spaces per 1,000 SF (0.004/SF) of GFA	
BRT CORRIDOR	• Studio: 1.0 spaces per dwelling • 1-Bedroom: 1.0 spaces per dwelling • 2-Bedrooms: 1.75 spaces per dwelling • 3+-Bedrooms: 2.0 spaces per dwelling • Under 100 dwellings: 1 guest/visitor space per 5 dwellings • Over 100 dwellings: 1 guest/visitor space per 6 dwellings	• A minimum of 3 guest spaces shall be provided regardless of the number of dwellings proposed. • Developments located within 330 ft. of the BRT Corridor may utilize the following standards to fulfill the minimum parking requirements

Note: Where proposed SP parking standards are not outlined, the City of Ontario parking standards will apply. Allowable uses within the Mixed-Use district are indicated in Table 6-1 and would be required to meet City parking standards. All parking spaces to be within an enclosed garage with a minimum clear dimension of 20 ft. x 20 ft. for two spaces and 10 ft. x 20 ft. for single or tandem spaces.

6.9 OPEN SPACE/AMENITY DEVELOPMENT STANDARDS

The development standards for open space and amenities establish the minimum criteria within the CenterPark Specific Plan. Specific standards for detached and attached residential development are described in **Table 6-4, Open Space/Amenities Standards**. The Amenity Standards shall be followed as prescribed in the City's Development Code.

TABLE 6-4 OPEN SPACE/AMENITIES STANDARDS

MINIMUM ON SITE PARK REQUIREMENTS	
	2 AC PARKLAND / 1,000 PEOPLE
Single-Family Residential	3.806 PPH
Multi-Family Residential	3.373 PPH

REQUIRED OPEN SPACE AMENITIES							
	<75	76-100	101-150	151-200	201-250	251-300	301+
Major Amenity	TBD (*)	1	1	2	2	3	TBD (**)
Minor Amenity	TBD (*)	1	2	2	3	3	TBD (**)

* Amenities to be determined on a case-by-case basis during the entitlement process for the project.
** Amenities to be determined on a case-by-case basis during the entitlement process for the project, with the idea being to allow flexibility in the amenity package to the benefit of the residents.

MINIMUM REQUIREMENTS
• 2 acres of parkland per 1,000 people (3.806 PPU for SFD, 3.373 PPU for multi-family)
• Community Pool (including restrooms/showers) required at >150 units
• Clubhouse/amenity center per below at >200 units
MAJOR AMENITIES
• Open lawn amphitheater (min. 100 ft. x 150 ft. or equivalent) OR Active lawn area (min. 150 ft. x 150 ft. or equivalent)
• Clubhouse/amenity center with minimum 3 amenities per list below (Larger clubhouses with more amenities - 2 additional amenities within the clubhouse counts towards a minor amenity):
- Multi-purpose room
- Kitchen facility
- Fitness Center
- Child-friendly amenity (Indoor play area, game room or educational center)
- Movie room
- Business Center/Co-working spaces
- Library/Study room
- Beverage area or Common meeting space
• Community pool min. 25 ft. x 60 ft. (1,500 sq. ft.) or equivalent; and associated restroom/shower building (Each additional 1,500 sq. ft. added to the size of the pool shall be treated as another major amenity):
- Additional swimming pools (e.g. Adult only, Children pool, Lap pool)
- Splash Pad or water play fountain
- Tennis/Pickleball Courts (1 tennis court = 1 amenity, 2 pickleball courts = 1 amenity)

- Childcare facilities
- Dog Park
- SCE Utility Corridor Trail
- Private parkland/pocket park in excess of 2.5 AC/1,000 People (Public parks count towards Quimby, not private/pocket parks)
- Other major amenities requiring significant investment and of appropriate size to serve the project residents, as determined by the City
MINOR AMENITIES
- Open lawn amphitheater (min. 100 ft x 150 ft or equivalent) OR Active lawn area (min. 150 ft. x 150 ft. or equivalent)
- Tot Lots for ages 2 to 5 and/or play areas/equipment for ages 5 to 12
- Spa or Saunas
- Picnic tables and barbecue areas
- Cabanas and shade structures
- Basketball courts
- Volleyball courts
- Community gardens
- Internal community trail(s) 13 ft. minimum with a minimum distance of 1/4 mile
- Outdoor fitness stations
- Pocket Parks
- Firepit
- Other similar appropriate amenities to serve the project residents, as determined by the City

6.10 LANDSCAPE DEVELOPMENT STANDARDS

6.10.1 General Provisions

1. All landscape and irrigation plans for streetscapes, entry monuments and common open space improvements within CenterPark shall conform to the Design Guidelines and Regulations set forth in this section of the Specific Plan, shall be subject to the review and approval by the City of Ontario. The form and content of landscape plans for streets, parks and other common areas shall conform to the requirements of the City of Ontario.

2. The landscape streetscape improvements for the Master Plan streets within the Specific Plan shall establish a landscape theme reminiscent of the regional landscape character of the surrounding area and shall conform to the City of Ontario requirements.

3. Landscape streetscape improvements within CenterPark including public and private neighborhood streets, private drives, and alleys shall conform to the landscape treatment described in *Section 7.11 Design Guidelines for Landscape Architectural Character* of the CenterPark Specific Plan.

4. The design and improvement of all parks within CenterPark Specific Plan shall be reviewed and approved by the City of Ontario and the requirements shall conform to the requirements of the City of Ontario's Community Development and Public Works Agencies.

5. The installation of landscaping and automatic irrigation systems within the front yards of all residential lots shall be installed by the developer. Various landscape designs shall be provided by the homebuilder to the new homeowner, at a minimum, the builder shall install turf, groundcover and appropriate shrubs, and trees in the front yards of homes within residential areas. Within single-family detached conventional home areas, a minimum of two 24-inch box trees shall be installed of which one shall be a shade tree. Within other single-family detached and single-family attached home type areas, including condominiums, a minimum of one 24-inch box tree per detached home type or one 24-inch box tree for every 30 ft. of the building elevation, shall be installed, where feasible.

6. Within residential multi-family areas, the developer shall be responsible for the installation of full landscape improvements. Areas not used for hardscape shall be planted with landscaping. All landscape plans shall be reviewed and approved by the City of Ontario.

7. All manufactured and cut/fill slopes exceeding 3 ft. in height shall be planted with an effective mixture of ground cover, shrubs and trees installed by the developer. Such slopes shall also be irrigated as necessary to comply with any required fuel modification requirements established by the City of Ontario erosion control requirements.

6.10.2 Landscape Standards

1. Landscaping within the Specific Plan shall be provided in accordance with the Design Guidelines for streetscapes and entries utilizing plant materials specified on the Plant Palette Matrix included in *Section 7, Community Design Guidelines* of the CenterPark Specific Plan.

2. Boundary landscaping shall be required along the perimeter edges of the Specific Plan area. Landscaping shall generally be placed along the entire perimeter property line and shall conform to the City's requirements.

3. Landscaping and automatic irrigation systems within the public rights-of-way of the CenterPark Specific Plan shall be installed by the developer.

4. Freestanding, decorative perimeter walls and view fencing shall be provided within and at the perimeter of the project site as specified in the Wall and Fence Master Plan contained within *Section 7, Community Design Guidelines* of the CenterPark Specific Plan. Such walls and fences will be constructed concurrently with the construction of improvements required for development of the neighborhoods of the project.

5. Walls and Fencing – Walls and fencing within the Specific Plan area shall be constructed of a design consistent with the "Wall Details" exhibits located within *Section 7, Community Design Guidelines* of the CenterPark Specific Plan. Perimeter walls shall not exceed 6 ft. in height from finished grade, however, if required for sound attenuation, perimeter walls may exceed six 6 ft. in height, subject to the recommendations of an acoustical study and approval by the Planning Department.

6. All perimeter wall and fence materials throughout the project shall be of uniform manufacture with colors specified for the overall design theme as discussed in *Section 7.16, Community Walls and Fencing* of the CenterPark Specific Plan.

7. Perimeter walls shall be constructed of either decorative masonry or other permanent, durable, low maintenance material. Thematic perimeter fencing shall be constructed of all durable materials, which may include materials with a wood-like appearance or tubular steel subject to City of Ontario approval. Wooden fencing is not permitted along perimeter conditions or where the wall/fence is visible from the adjacent properties.

8. Individual residential lot side and rear yard walls and fencing shall not exceed 6 ft. in height from highest adjacent finished grade. Side and rear walls may exceed 6 ft. in height, if required by the City of Ontario for sound attenuation pursuant to the recommendations of an acoustical report. Walls and fencing within the residential front yard setback area shall not exceed 3 ft., in height. Side and rear yard walls shall be of decorative masonry construction on both sides or of other permanent low maintenance materials as approved by the Planning Department. View fencing may be of a decorative wrought iron, tubular steel/aluminum glass panels or other durable material approved by the City of Ontario.

9. Multi-family areas shall be HOA maintained.

10. Landscape slopes shall not exceed 3:1.

6.11 SIGNAGE

A Master Sign Program shall be submitted by the developer of each land use component of CenterPark and approved by the City of Ontario to address residential project entries, residential neighborhood identification signs, and way-finding signs within the project. No project signs shall be permitted in the public right-of-way. All other signs shall be subject to the approval of a sign permit pursuant to the City of Ontario's Development Code.

6.11.1 Master Sign Program Contents

All sign programs shall address, at a minimum, the following:

1. Permitted signs.
2. Prohibited signs.
3. The hierarchy of signage.
4. Definition of types of signs.
5. Locations and dimensions for monument signs, neighborhood identification signs and public facilities signs.
6. Locations and dimensions of directional signage.
7. Provisions for size, location and duration of display of temporary signs.
8. Permitted sign types, styles, construction materials, colors and lettering styles.
9. Requirements for a sign permit application.
10. Procedures for obtaining approval of a sign permit.
11. Procedures for amending the sign program.

6.12 LIGHTING

6.12.1 Street Lights along Public Streets

Streetlights along public streets within the CenterPark Specific Plan shall be LED lighting. Design of fixtures shall be approved by the City of Ontario as part of the City of Ontario's Development Plan review.

6.12.2 Alley Lighting Fixtures

Alley lighting fixtures shall be on sensors for automatic nighttime lighting. Style and specifications for alley lights shall be approved by the City of Ontario as part of the City's Development Plan review.

6.12.3 Lighting within Parks, Paseos, Tot Lots, and Other Recreational Areas

Lighting within parks, paseos, tot lots and other recreational areas shall be approved by the City of Ontario as part of the City's Development Plan review of these facilities.

6.13 PARK FURNITURE

Park furniture, including but not limited to, benches, barbecues and picnic tables shall be approved as part of the City of Ontario's Development Plan review of parks, paseos and other public gathering places.

6.14 BUS SHELTERS

Bus shelters shall be installed in a number of locations as per Omnitrans, and as approved by the City of Ontario Engineer and shall be compatible with the community character of CenterPark.

6.15 MAILBOXES

Within residential Planning Areas, mailboxes shall be clustered and installed in locations and in a design approved by the City of Ontario as part of the City of Ontario Development Plan review of each residential project within CenterPark. The location of all mailboxes shall be approved by the U.S. Post Office.

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SECTION 7: COMMUNITY DESIGN GUIDELINES

7.1 INTRODUCTION

The unique location of the project site provides both opportunities and challenges. The design approach for the CenterPark Specific Plan recognizes the opportunities, including several major landscaped arterial roadways, regionally important intersections supporting pedestrians, bicyclists, vehicles and public transit systems and an adjacent 55 acre community park, and it responds to the challenges to balance retail, office and high density residential land uses with open space uses and planning for affordable neighborhoods within a transitional land use area and the Chino Airport influence zone.

The proposed community character for CenterPark will reflect the interactive and synergistic relationship between a planned residential community and a planned expansive open space. The CenterPark Specific Plan Design Guidelines will guide the physical character of all future multi-use and residential development, including retail, office and residential architectural buildings, community and neighborhood features and the overall landscape treatment within the project. The proposed community character will establish a unified aesthetic treatment responding to the community's location.

7.2 GENERAL DESIGN GUIDELINES FOR ARCHITECTURAL CHARACTER

7.2.1 Sustainability

"Green" or sustainable planning concepts, building designs and landscape treatments are encouraged within the project. The Community Plan for the CenterPark Specific Plan promotes pedestrian connectivity within and between the residential planning areas. The design of residential areas incorporates tree-lined parkways providing shade for pedestrians and parked cars. Safe and efficient pedestrian connectivity is provided throughout the project.

The CenterPark Design Guidelines allow for a variety of architectural styles that respond to the regional climate conditions. All new construction shall utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a plant palette and a planting and irrigation system designed to conserve water. Park and recreation areas shall include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities. The sustainable goals for the CenterPark Specific Plan include:

1. Encourage walking and other non-vehicular modes of travel.
2. Provide pedestrian connectivity throughout the project.
3. Provide shaded outdoor areas.
4. Encourage the use of architectural elements designed to reduce interior heat gain.
5. Encourage the use of recycled, recyclable and environmentally-friendly building materials.
6. Require the use of low energy glass, low water plumbing features and energy efficient appliances.
7. Encourage the use of drought tolerant landscaping and water efficient irrigation methods.

Neighborhood site planning, architecture and building design as well as landscape treatment and maintenance within the project should consider these sustainable goals and further the implementation of sustainable design within CenterPark.

7.2.2 Architectural Character

Architectural design should provide for high-quality neighborhoods.

1. Residential project design should consider the total context of the site with the incorporation of appropriate scale and proportions of building massing and details.
2. Architectural design should relate to human scale.
3. The variation of front, side and rear building elevations should be implemented to create visual variety.
4. The variation of garage placement in single-family neighborhoods is encouraged to provide a more diverse street scene.
5. Cluster detached and attached neighborhoods should emphasize residential design solutions that reduce or eliminate individual garages and driveways oriented onto neighborhood streets.
6. Architectural design themes should reflect historic and emerging Southern California styles.
7. Structures should incorporate architectural details and decorative features that reinforce the intended style.
8. Architectural designs should create a cohesive community without dominating the overall street scene.
9. Neighborhood character should be sustained over time.

Building design should be sensitive to climatic conditions and context.

1. Structures should be compatible with, and responsive to, the environmental setting.
2. Building elevations should include shaded and sheltered areas.
3. Building designs should incorporate spaces that encourage outdoor use.

Architectural design should incorporate materials and techniques that are cost-effective.

1. The use of building materials should reflect the implementation of efficient construction methods.
2. Building elevations should include compatible window and door sizes that create a consistent design theme.
3. Construction techniques should incorporate the use of standard components and dimensions.

Diversity is a fundamental design principle for CenterPark. To ensure that neighborhoods are varied and that blanket uniformity is avoided, the following criteria should be applied to all residential development projects within CenterPark:

Number of Dwelling Units	Number of Differing Floor Plans and Elevations	Required Number of Differing Exterior Elevations
5-10	2	2
11-25	2	3
26-50	3	3
51-75	3	4
76-100	4	4
Over 100	Requirement for 76 to 100 dwellings, plus one additional floor plan with 4 elevations for each additional 25 units exceeding 100	

Detached single-family homes configured in a cluster or courtyard, and attached single-family buildings are required to select elevation styles from within the same design influence to ensure compatibility between closely plotted residential homes.

7.3 ARCHITECTURAL CONTEXT

The City of Ontario and the surrounding region has a rich agricultural legacy of farming. Farming communities in Southern California established a rural character with houses and neighborhoods utilizing a variety of traditional architectural styles. Architectural styles inherent in the early development of the southwestern United States and traditional East Coast architectural styles were incorporated into the farm houses and early rural neighborhoods. Architectural styles, elements and massing were reinvented utilizing available indigenous building materials. Plan designs and elements, such as window sizes and proportions, were modified to address local climatic conditions which were warmer and drier. Southern California was also influenced by Spanish architectural styles brought to the region by Spanish settlers and missionaries. These homes were well-suited for the temperate climate of Southern California.

The urbanization of coastal and inland areas in Southern California has resulted in another emerging architectural influence often described as transitional or adaptive styles. These styles may involve interpretation of historical architectural styles as well as modern architectural movements occurring within the last decade. A variety of materials were dominant throughout these styles, such as plaster, stucco and siding with brick, stone or other masonry accent materials.

The community vision for CenterPark is based upon the architectural influences found in early rural areas of Southern California. These architectural styles have been selected because of their connection to older Ontario neighborhoods as well as their appropriateness to accommodate innovative adaptive architectural influences. Each architectural influence outlined in these guidelines should be detailed with elements that represent the character of that particular style.

Together, the styles should be designed to create a neighborhood character that will be sustainable over time.

Each home, building and street should be designed to contribute to the architectural character of the neighborhood. Design elements such as massing, proportions, balance, building and roof forms, entries, porches, window treatments, architectural details and accents, alternate garage configurations/orientations, balconies and roof form/pitch/detailing are should be considered to enhance individual structures and to promote the overall neighborhood character.

DESIGN OBJECTIVES

1. Interpret architectural styles that reflect the historical character of the region.
2. Emphasize styles of architecture that are compatible, yet vary enough to create interest and diversity.
3. Create visually interesting neighborhood streets by varying building plan and elevation plotting.
4. Utilize materials and colors that reinforce the overall design theme.
5. Emphasize front elevations that relate strongly to the street and contribute to pedestrian activity and interaction.

The CenterPark Design Guidelines are to be used as a tool to ensure the character and design quality anticipated and approved for the community is implemented as the Specific plan is implemented. The Guidelines express objectives and approaches rather than formulas and standards, allowing certain architectural creativity and flexibility. The images and sketches illustrated in the Guidelines are intended to be conceptual and are to be used as general visual aids in designing and reviewing the architectural design intent of CenterPark. They are not meant to depict specific floor plans or architectural elevations.

ARCHITECTURAL INFLUENCES

CenterPark strives to create a diverse but harmonious architectural palette. The architectural influences and selected styles share similar design attributes and have been selected in response to the following considerations:

1. They are representative of existing architecture within the City of Ontario and surrounding areas.
2. They are compatible and complementary.
3. They can be interpreted in a variety of ways.
4. They are generally accepted by the market.
5. They can be constructed using current building materials and methods.

The architectural character within each neighborhood shall consist of complementary traditional architectural styles accented or complemented by adaptive interpretations and styles. Architectural influences appropriate within CenterPark include the following:

ONTARIO HERITAGE PALETTE

1. Traditional Influences – including architectural styles such as Colonial, East Coast Traditional and American Farmhouse.
2. Spanish Influences – including architectural styles such as Spanish Colonial, Monterey and Santa Barbara styles.
3. Southern California Influences – including architectural styles such as Ranch and Craftsman styles.

TRANSITIONAL PALETTE

1. Adaptive Traditional Influence – including transitional interpretations of Colonial, East Coast Traditional and American Farmhouse.
2. Transitional Southern European Influence – including adaptive expressions of Spanish, Tuscan and Italianate styles.
3. Transitional California Influence – including transitional interpretations of Ranch and Craftsman styles.

7.3.1 Traditional Influences

Architectural styles such as Colonial, East Coast Traditional and American Farmhouse

The Traditional Influences, allowed within the CenterPark Specific Plan area, consist of architectural styles based on classical design principles established during the American Colonial period and interpreted or blended with various regional styles as development moved westward. Massing is horizontal in appearance with vertical proportioned windows and door surrounds. Front porches are common. The houses are composed of simple forms with centered entry elements over the front door.

Massing is simple and often symmetrical. Two-story rectangular masses are typical with added one-story elements such as porches and garages forming more complex building configurations. Both symmetrical and asymmetrical composition of doors and windows are used to create balanced building elevations.

General materials include horizontal siding or stucco with shingle, brick or stone veneer accents. Simple classical details include columns and door surrounds.

Roof forms include steep to medium roof pitch on the main building with shallow roof pitch used over porch elements. Roof materials are historically shake or shingle with more modern interpretations utilizing flat concrete roof tiles and architectural grade asphalt shingles. Roof dormers are often used to reinforce symmetrical elevations.

Typical design detail elements vary from simple to ornate and include shutters accented with color, front porches with wood or brick columns, gable accents and bay windows. Colonial and Traditional styles may include cupolas, weather vanes, decorative fascia details and other decorative roof ornamentations, while Farmhouse styles are generally less ornate, reflecting a more functional approach to architectural decoration.

Compatible alternative styles include Shingle, New England Monterey and Prairie styles.

Colonial style

Colonial style architecture reflects the historical homes originating along the Eastern coastal regions. Homes are characterized by simple building forms and gable roof design with symmetrical window arrangements and classical or simple architectural details. Window shutters, round or square columns and brick and/or decorative wood accents are examples of Colonial details.

East Coast Traditional style

East Coast Traditional styles are characterized by symmetrical building forms and simple rectangular massing. This style evolved across the Midwest States to Southern California, responding to local construction methods and available materials. Roof forms are predominantly gables with dormer accents. Roof pitches are medium to steep (5:12 minimum). Classical porch columns and enriched wood detailing reinforce the symmetry of the building.

American Farmhouse style

American Farmhouse style homes evolved from the Traditional style to create a more rural interpretation of this popular suburban vernacular. The Farmhouse style utilizes simple window trim accents and a combination of vertical and horizontal siding. This style utilizes medium to steep gable roofs and an occasional gambrel form. American Farmhouse architecture often uses color to accentuate wood details.

Examples of Traditional Influence architectural styles are illustrated in **Exhibit 7-1, Traditional Influences**.

7.3.2 Spanish Influences

Architectural Styles such as Spanish Colonial, Monterey and Santa Barbara Styles

Spanish influenced homes, are based on early California buildings constructed after the great California Gold Rush and are often adapted and blended with traditional building forms and materials from the Eastern United States. Spanish styles reflect strong form and mass, plain wall surfaces and are characterized by low pitched tile roofs. The Spanish Colonial style is often characterized by a semi-formal plan arrangement such as a courtyard design. The Monterey style often includes cantilevered balcony colonnades as a primary design element.

Building massing is generally simple massing. Roof forms are varied and include both gable and hip design.

Overall building forms are generally straightforward rectangular or “L” shaped. Building materials are predominately stucco finished walls with wood or stucco columns. The Monterey style typically has wood siding on the second level. Thick walls with recessed openings and round arched openings are common. Window proportions are predominately vertical, especially on upper levels.

Roof materials and forms include low-pitched gable and shed roofs with various overhang dimensions. The roof designs generally have tight rake ends and/or extended eaves with exposed rafter tails. Spanish homes historically had clay tile roofs with the exception of Monterey styles, which often had wood shake roofs. Modern interpretations utilize concrete ‘S’ tile or flat concrete tile roof materials in colors that reference clay or shake roof colors.

TRADITIONAL INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Symmetrical or balanced front building elevation.
- Siding and stucco materials with brick/stone accents.
- Gable roof forms with flat tile or architectural shingles – accent dormer windows.
- Classical columns or pillars.
- Porches at entries and front doors.
- Decorative window shutters and window boxes, bay windows.
- Classic detailing such as moldings, window trim, cornices, pediments and shingle accents.

EXHIBIT 7-1 TRADITIONAL INFLUENCES

Design details and features are characterized by ornate wrought iron accents such as balcony railings, window grills and architectural accents. Balcony railing materials include wood pickets as well as wrought iron. Decorative stucco chimneys, decorative columns and simple wood window shutters are characteristic of the Spanish influenced styles.

Compatible alternative styles include Mission and Adobe Ranch styles.

Spanish Colonial style

Spanish Colonial style is a historic style utilizing strong and simple massing and form as well as plain wall surfaces without heavy ornamentation. Curved profile tile roofs on gently sloping planes (4:12 and less pitch) and gable forms characterize this style, along with arched or recessed window forms with simple wrought iron accents. Spanish Revival style is an early 20th century adaptation of Spanish Colonial architecture utilizing both hip and gable roof forms and curved profile roof tiles. Clean lines and simple massing without masonry accent elements differentiate this style from the similar Spanish Colonial architecture.

Monterey style

Monterey style is a regional derivative of Spanish and Eastern Colonial architecture. An adaptive interpretation of the New England counterpart, the Monterey style is typically characterized by two-story structures of simple massing with extended front balconies, often cantilevered. Gable or hip roof forms with exposed rafters, wood posts and shutters reinforce the Monterey style.

Santa Barbara style

Santa Barbara style is another California regional style with Spanish Colonial influences, interpreted in a more informal expression. Similar to Spanish Colonial architecture, the Santa Barbara style utilizes recessed windows and low-pitched roofs (3 to 4:12 pitch) with extended overhangs to address the temperate climatic conditions. Large arched feature windows and stucco columns are elements of this style.
Examples of Spanish Influence architectural styles are illustrated in **Exhibit 7-2, Spanish Influences**.

SPANISH INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Simple massing and building elevation.
- Thickened stucco walls with simple detailing.
- Low pitched hip and gable roof forms with concrete mission tile.
- Arched openings and decorative columns.
- Courtyards used at entries and covered patio areas
- Details such as wrought iron railing, ceramic tile and window shutter accents.
- Heavy wood members, extended rafters, simple and ornate precast window sills and door surrounds.

EXHIBIT 7-2 SPANISH INFLUENCES

7.3.3 Southern California Influences

Architectural Styles such as Ranch and Craftsman Styles

Varied architectural styles have evolved from the American Arts and Crafts movement including Ranch, Craftsman and Bungalow vernaculars. These moderately detailed buildings are characterized by the use of handcrafted architectural elements and details. The Ranch style is reminiscent of the early ranches and farms of the Southwestern United States.

Building massing is simple, dominated by horizontal massing and rectilinear forms. The styles, while varied, are all generally characterized by horizontal proportions, often with asymmetrical massing at the second level. Historically, several early architectural styles originated as one-story structures, but have been adapted and reinterpreted to two-story structures, especially in Southern California.

Deep, broad porch elements were developed to respond to warm climate conditions and inspired expressive structural elements such as rafters, posts and columns. A mixture of materials such as stucco, board and batten and horizontal siding, with stone, brick or shingle accents are commonly used. The use of wood, stone or brick at porch columns is typical. Asymmetrical doors and windows with simple wood trim surrounds are characteristic of styles within the Southern California architectural influence.

Roof forms of Ranch, Craftsman and Bungalow styles are predominantly low to medium pitched gable designs with occasional hipped or shed roof accents. Deep overhangs and roof dormers reinforce the overall character of these styles. Modern roof materials range from flat concrete tile to architectural grade asphalt shingle.

Compatible alternative styles include Bungalow and Coastal Cottage styles.

Design and detail elements include large gables, windows with accent mullions, triangular knee braces at porch supports, accent roofs and heavy columns or posts, window shutters, decorative gable vent details, and outdoor trellis features.

Ranch style

Ranch style is reminiscent of early country homes in Southern California. This style was popularized by Cliff May and other local architects. Covered porches and terraces utilize simplified architectural details from Colonial and Monterey styles. Horizontal massing and rectilinear forms with wood window surrounds, heavy wood columns and simple shutters characterize the Ranch style.

Craftsman style

Craftsman style homes evolved from the late 19th Century Arts and Crafts movement. Broad open porches covered with low sloping roofs with deep overhangs supported by tapered wood and masonry columns, decorative window patterns and trim, wooden braces and horizontal proportions reinforce the Craftsman style. Low to medium pitched roofs (5:12 or less pitch) are common.

Examples of Southwestern Influence architectural styles are illustrated in **Exhibit 7-3, Southern California Influences**.

SOUTHERN CALIFORNIA INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Emphasis on horizontal massing and proportions.
- Horizontal and vertical siding materials with stucco walls.
- Low pitched roof forms with flat tile or shingles and extended eaves.
- Simple exteriors with functional ornamentation - brick and stone used for accent building forms.
- Details such as decorative bracing, brick and stone wall treatment, window shutter and accent colors.
- Exposed rafters, simple header and window sills and door surrounds.

EXHIBIT 7-3 SOUTHERN CALIFORNIA INFLUENCES

7.3.4 Art Deco/Modern Influences

Architectural Styles such as Art Deco and Modern Styles

Art Deco architecture emerged during the early 20th century and increased in popularity and influence until the mid-century. The bold geometric lines and rich ornamentation generated a luxurious and lavish character symbolized by the art and fashion of the Bohemian art period and became a representation of progress, modernism and luxury.

As construction technology trended to taller buildings, the Art Deco style, with emphasis on vertical elements such as towers, spires and planted-on column features. Inspired by the technological advancements associated with the industrialized machinery, the architectural forms and details reflected streamlined forms mimicking automobiles and trains of the era. Taller buildings incorporated symmetrical monumental designs while lower profile buildings and residential structures used asymmetrical balance to create interesting and contextual architectural elevations.

Art Deco/Modern style

The Art Deco style became a predominate style in larger, urban structures such as office buildings, large retail and residential skyscrapers that were designed in the first half of the twentieth century. In today's production building environment, the Art Deco influence has demonstrated to be suitable for larger single-family attached and multi-family buildings.

The streamlined detailing and softened building forms create an iconic character that is compatible with architectural styles, both old and new. Appropriate architectural interpretations within the Art Deco/Modern Influences should be compatible with other selected architectural styles within CenterPark.

Compatible architectural styles include Mid-Century Contemporary and Bauhaus styles.

General materials include stucco with geometric bands or accents. Roof forms are generally flat and roof materials include concrete tile, standing seam metal or a combination of roof materials.

Examples of appropriate architectural styles are illustrated in **Exhibit 7-4, Art Deco/Modern Influences**.

ART DECO/MODERN INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Emphasis on simple, sleek lines and vertical proportions with asymmetrical balanced facades.
- Smooth stucco walls with regular or modular forms.
- Flat roof forms with minimal or no cap treatment - curved roof and corner elements.
- Uncluttered exteriors with geometric ornamentation - strong building forms provide detail.
- Accents include stylized motifs, intricate reliefs/ patterns – accent materials include terra cotta and metallic details.
- Bold accent forms, materials and colors to add visual interest.

EXHIBIT 7-4 ART DECO/MODERN INFLUENCES

7.3.5 Adaptive Traditional Influences

Adaptive Interpretations of the Architectural Styles of the Traditional Influence

Twentieth Century construction technology created an evolution of "new" architectural styles. Many of these styles were reinterpretations of classical styles (such as Neo-Classical) while others were simpler expressions that adapted to context and climate conditions. Appropriate architectural interpretations within the Transitional Palette should be compatible with other selected architectural styles within CenterPark.

Building massing within the Adaptive Transitional Palette is defined by its simplicity and follows the rule that "form follows function". It is intended to introduce style variations to provide a reasonable proportion to buildings that exceed the typical scale of architectural styles that were historically used in single-family detached houses and are suitable for larger buildings generally anticipated for single-family attached and multi-family structures.

Both rectilinear and softened building forms provide the aesthetic balance to this emphasis on function. Ornamentation is minimized and building character is established by the architectural mass and use of materials. Window patterns are geometrically composed.

The Traditional Influences within the CenterPark Specific Plan area include architectural styles from the American Colonial period. These styles have been reinterpreted or blended with various regional design elements and evolved into a cleaner, simpler overall character, omitting or de-emphasizing details in favor of strong contrasting colors.

General materials include horizontal siding or stucco with minimal or monochromatic accents. Roof materials may include concrete tile, standing seam metal, architectural grade asphalt shingles or a combination of roof materials.

Roof details reflect less ornamentation. Eaves and overhangs may be boxed-in or omitted. Roof materials do not utilize blended colors. Examples of appropriate architectural styles are illustrated in **Exhibit 7-5, Adaptive Traditional Influences**.

ADAPTIVE TRADITIONAL INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Material and colors reinforce horizontal proportions.
- Wood planks, varied siding materials and stucco walls with accent brick or stone.
- Simplified roof forms with flat tile or shingles.
- Simple exteriors with minimal or light ornamentation – modern materials used to accent building forms.
- Formal window composition and simple entry doors reflect classic architectural influence.
- Extended overhangs and shaded windows provide functional design elements and shade.

EXHIBIT 7-5 ADAPTIVE TRADITIONAL INFLUENCES

7.3.6 Transitional Southern European Influences

Transitional Interpretations of the Architectural Styles from the Spanish Influences

The modern interpretations of Southern European architectural styles expressed a wider definition of "Farmhouse" as it infiltrated rural America. The functional simplicity of Spanish and other Southern European styles established a transitional interpretation of Spanish, Tuscan and Italianate architecture. Appropriate transitional architectural interpretations of Southern European influences should be compatible with other selected architectural styles within CenterPark.

The transitional influence includes several contemporary interpretations of the other historical and period architectural styles selected for CenterPark. It also anticipates modern building forms that provide a reasonable scale to buildings that exceed the typical size and massing of architectural styles that were historically used in single-family detached houses and are suitable for larger buildings generally anticipated for single-family attached and multi-family structures.

Spanish influenced homes, appropriate within the CenterPark Specific Plan area, reflect a blending with the influence of the early Catholic Mission. The simplicity of the historic form and mass is elegantly adapted to reflect a clean and simple design character.

Building massing is generally simple massing, allowing "form to follow function" to address solar orientation and other climatic considerations and to accommodate efficient design. Overall building forms are generally rectangular with simple low-pitched gable or hip roof forms.

Roof materials may include "S" tile and flat concrete tile, standing seam metal roofs or a combination of roof materials. Traditional roof overhang dimensions are often reduced and clean design lines are introduced to support the intended style.

Design details include minimal or simple wrought iron elements and no window surrounds. Examples of appropriate architectural styles are illustrated in **Exhibit 7-6, Transitional Southern European Influences**.

TRANSITIONAL SOUTHERN EUROPEAN INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Simplified building forms and massing breaks to replicate traditional influences.
- Stucco walls with simple detailing and complementary masonry accents to reinforce massing.
- Low pitched hip and gable roof forms with concrete tile.
- Colonial details such as arches, precast surround and columns are omitted or reduced in scale.
- Authentic detailing such as railing, window trim and ornamentation is simplified or modernized.

EXHIBIT 7-6 TRANSITIONAL SOUTHERN EUROPEAN INFLUENCES

7.3.7 Transitional Southern California Influences

Transitional Interpretations of the Architectural Styles from the Southern California Influences

Varied architectural styles from rural towns from the early development of Southern California around the turn of the 20th century have evolved as new construction technology created an evolution of "new" architectural reinterpretations. Many of these reinterpretations of traditional styles that popularize minimal ornamentation and "non-functional" architectural elements create fresh and clean new expressions of Craftsman and Ranch style houses. Appropriate transitional architectural interpretations of Southern California influences should be compatible with other selected architectural styles within CenterPark.

Several roof forms and materials are characteristic within transitional styles. Appropriate forms in a residential context include traditional hip and gable designs, but also include flat roofs with parapet walls and shed roofs. Roof materials may include concrete tile, standing seam metal, architectural grade asphalt shingles or a combination of roof materials.

Traditional design elements are refined to reflect the simplicity of the building, incorporating material or color changes to provide accents and interest. Enlarged overhangs and sunshades, simple windows with thinner profiles and minimal or no trim details and contemporary metal railing are characteristic of transitional architectural styles. Extended roof and window overhangs and trellis elements are introduced in response to warm climate conditions.

Examples of Transitional Southern California Influence architectural styles are illustrated in **Exhibit 7-7, Transitional Southern California Influences**.

TRANSITIONAL SOUTHERN CALIFORNIA INFLUENCES - SUMMARY OF ARCHITECTURAL FEATURES

- Horizontal design emphasis used to reduce scale of larger buildings to reduce overall massing and promote single-story proportions.
- Building materials including siding and stucco with linear stone or brick detailing used as accents.
- Simplified symmetrical or asymmetrical roof forms and flat roofs - extended overhangs over windows.
- Simple exteriors with reduced ornamentation and details - brick and stone used for accent building forms.
- Simple outlookers/wood bracing, brick and stone accent materials and colored siding used to reinforce historic Southern California architectural influences.

EXHIBIT 7-7 TRANSITIONAL SOUTHERN CALIFORNIA INFLUENCES

7.4 MASSING PRINCIPLES

This section provides suggestions for creating neighborhoods and street scenes that have a variety of building forms that create an attractive and vibrant streetscape and public realm that is proportionate to a human-scale and inviting to the pedestrian.

GENERAL ELEMENTS:

1. Front Articulation.
2. Side Articulation
3. Rear Articulation.
4. Roof Form.
5. Balconies and Projections.
6. Building Composition.

OBJECTIVES:

1. Establish a residential scale through architectural design and detailing that reinforces the architectural style.
2. Avoid flat, unarticulated two- and three-story walls that do not reinforce the architectural style or add to the overall building composition.
3. Minimize two- and three-story dominance of the street scene, on sidewalks and open spaces.
4. Upper-level units shall include usable outdoor space/balconies.

7.4.1 Front Articulation

The front elevation of the building is an important element in creating a quality community at CenterPark. Close attention will be placed on all front elevations and how they address the street scene. Emphasis of the location of entries, living areas, and garages will provide a special street appeal.

Emphasis on a variety of building massing will create a diverse street scene.

Guidelines:

1. Building massing should reflect the architectural style.
2. Massing elements should avoid elevations that appear to be “tacked on”.
3. Building details such as doors and windows should be in proportion to the overall massing.
4. Front elevations for two-story buildings should incorporate a single-story element, if feasible.

5. Front elevations for three-story buildings should incorporate one- or two-story elements.
6. All detached homes should have at least two plane variations in the front elevation massing.
7. Blank or unarticulated (uninterrupted) two- and three-story walls are prohibited.
8. Corner homes/buildings should provide massing and details that reflect the visual prominence of this location at a pedestrian scale.

7.4.2 Side Articulation

Four-sided architecture is required throughout CenterPark; however, it is recognized that some buildings sited in close proximity along a street establish a side-to-side orientation where the interior side elevations are less visible from the street. This section shall address this portion of buildings within the context of a specific neighborhood. It is not applicable to side elevations where a front entry door is located (often referred to as a side entry), which should be designed in accordance with the criteria for front articulation.

Guidelines:

1. Architectural articulation should be consistent with the style of the home/building.
2. Vertical and horizontal plane breaks are encouraged.
3. Building details should be proportional to the overall massing.
4. Blank or unarticulated (uninterrupted) two- and three-story walls are discouraged in areas visible from the street and/or common areas.

7.4.3 Rear Articulation

The rear elevation of buildings is an important design consideration, especially with attached home types such as row townhomes and motorcourt buildings, since the rear elevation is often as visually prominent as the front elevation. All building elevations shall address the visual interest and human scale appropriate to the pedestrian activity within the neighborhood.

Special attention shall be given to the design of those dwellings adjacent to, or in close proximity of, arterial roadways, primary local streets, interior local streets, parks, common areas and open spaces. Whether viewed from distant or close range, massing requirements will be implemented to ensure positive community character in these conditions. Generally, repetitious elements such as similar building profiles and continuous gable ends are to be avoided.

Guidelines:

1. Architectural massing and articulation should be consistent with the style of the home.
2. Vertical and horizontal plane breaks are encouraged.
3. Building details should be proportional to the overall massing.

4. Blank or unarticulated (uninterrupted) two- and three-story walls are discouraged in areas visible from the street and/or common areas.
5. Buildings and homes directly adjacent to arterial roadways, collector roads, entry drives, common areas, lanes (alleys) and open spaces should be given particular attention in their rear articulation.

7.4.4 Roof Forms

Roof forms are another important design element as it relates to the massing and the overall character of the community, when seen from both the external edges and inside the neighborhood. A variety of roof forms along streets creates visual interest. Appropriate massing of roof forms helps to create human scale architecture to the street.

Guidelines:

1. Roof forms/pitch should reinforce the architectural style of the home.
2. Roofs shall be composed of simple roof forms.
3. Primary roof forms should be gable or hip designs or should be characteristic of the represented architectural style.
4. Changes in the primary roof (ridge) orientation are encouraged.
5. Flat roof elements should be incorporated only if appropriate to the architectural style.

7.4.5 Balconies and Projections

As part of the overall design of a two-story or three-story building, balconies and projections provide massing relief and interest at the second story. Balcony projections shall be consistent with the architectural character of the home. Additionally, these elements help to create ideal outdoor spaces.

Guidelines:

1. Balcony design should reinforce the architectural style of the building.
2. In multiple unit buildings, balcony composition should create visual interest and organization of forms.
3. Balconies should be designed to screen stored items.

7.4.6 Building Composition

The composition of a residential building should enhance and reinforce the intended architectural character. The building composition is a result of careful consideration of several architectural design components such as the overall building form, proportion and scale, fenestration and building offsets. Architectural design components such as the articulation of each elevation, the roof design, design of exterior features including balconies, window seats, dormers and architectural projections, as well as the arrangement of windows and doors contribute to an attractive and well composed building.

Guidelines:

1. The composition of architectural design components should be consistent with the style of the building or home.
2. Visual interest should be established by a variety of design techniques including fenestration, articulation, architectural projections, building offsets and/or architectural details.
3. Windows and other exterior openings should be stacked or otherwise arranged in an attractive manner that reinforces the architectural character of the building.
4. Entries should be articulated as an important architectural feature.
5. Focal windows should be articulated as important design features.

7.4.7 Front Porches and Entry Courtyards

Several of the architectural styles within the Ontario Heritage Architecture Palette and the Transitional Architecture Palette are characterized by front porches, covered entries and entry courtyards. These elements are important design features in the interpretation and reinforcement of the intended aesthetic character.

Guidelines:

1. Porches and covered entries are encouraged to enhance the entries to individual residences.
2. Porches should have a minimum depth of 5 ft.. 7ft. deep porches are encouraged for buildings within the Ontario Heritage Architecture Palette, including American Farmhouse, Ranch and Craftsman styles.
3. Wrap-around porches are encouraged at corner conditions.
4. Covered entries should be used on at least 50% of the entries on front elevations of attached residential housing types and all building elevations that are visible from public or private streets.
5. Entry courtyards, including enclosed patio areas, are characteristic of architecture styles within the Spanish and Southern European Influences. Entry courtyards shall be a minimum of 5 ft. in depth and 7.5 ft. deep courtyards are encouraged along public streets and adjacent to visible open spaces.

7.5 GARAGE PLACEMENT

The configuration, location and orientation of the garage are integral design elements, both for the composition of detached houses and attached residential buildings and for its visual and functional impacts to local neighborhood streets. De-emphasizing the garage is important in order to maintain the overall community design. Emphasizing the living areas of the home as they address the street will help achieve this goal. Single-family homes should orient garages onto private common driveways, wherever possible, to minimize the visual impact of garages facing neighborhood streets and individual driveway interruptions along these streets. Rear loaded homes, courtyard homes and cluster homes are effective home types and are encouraged. Preferred garage orientation onto private drives and driveways as illustrated in **Exhibit 7-8, Garage Placement**, reinforce the overall pedestrian experience within each neighborhood in CenterPark.

GUIDELINES:

1. Cluster homes and rear loaded homes which eliminate or minimize garages facing neighborhood streets are encouraged.
2. Standard double car garage doors are to be recessed a minimum of 8-inch from the face of the garage wall.
3. Standard street facing 3-car garage configurations are not allowed.
4. Shallow recessed two-car garages shall have a minimum setback of 3 ft. measured from the garage face to the back of the curb.

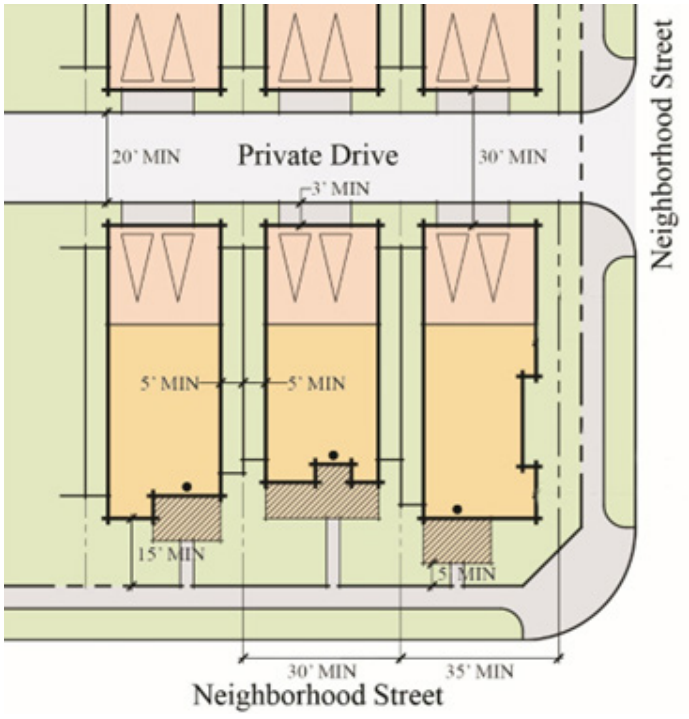


EXHIBIT 7-8 GARAGE PLACEMENT

7.6 MATERIALS AND DETAILS

Architectural materials and detailing are fundamental elements to creating quality communities. Appropriate focus should be given to the architectural details the design of the details, and architectural elements of the building.

GENERAL ELEMENTS

1. Wall Materials/Finishes.
2. Accent Materials.
3. Doors and Windows.
4. Roofing Materials and Slope.
5. Fascias, Eaves and Rakes.
6. Exterior Colors.

7.6.1 Wall Materials/Finishes

Approved Materials:

1. Board and batten siding.
2. Cement plank siding.
3. Stucco.
4. Exposed masonry walls (no unfinished precision block; decorative block only: brick, slump block, etc.).
5. Stone, brick, brick veneers (accent materials).

Approved Finishes:

1. Stucco finishes appropriate to the architectural style of the building.
2. Smooth or sand finishes are encouraged.
3. Vinyl siding prohibited.

Guidelines:

1. Building materials should reflect the architectural style of the building.
2. Masonry elements and accents should reflect building forms and not appear as an applied veneer.

7.6.2 Accent Materials

Accent materials promote individuality in each home and ensure diverse character within the neighborhood. Accents can be used to reinforce the architectural theme of the building.

Guidelines:

1. Accent materials should complement the overall color and style of the building.
2. Accent materials shall terminate at inside corners or be wrapped to coincide with an architectural element.
3. Accent materials may terminate at location of the lateral fence or at logical end, as approved by the Planning Department.
4. Architectural trim shall be applied to all elevations and shall be consistent with front elevation of the building.

7.6.3 Doors and Windows

The design and detail of the doors and windows on a home reinforce the architectural style and are key elements in the composition of the exterior elevation of the building.

Guidelines:

1. Door designs shall be consistent with the architectural style of the building.
2. Doors should be protected by porch elements or recessed entries.
3. Garage and entry door designs shall be appropriate to the style of the building.
4. Alignment and proportions of windows shall be appropriate to the architectural style of the building.
5. All windows (including garage door windows) are to be consistent with the architectural style of the building.
6. Divided light windows are encouraged, if they reinforce the intended architectural style.
7. Window details such as shutters, trim surrounds, window boxes and window recesses are encouraged to reinforce the intended architectural style.
8. Reflective glazing is not permitted.

7.6.4 Roofing Materials and Slope

Roofing materials as well as roof forms, pitch and design details are integral elements that reinforce the intended architectural style of the building. Proposed roofs should reflect the architectural style of the building. Roof slopes should be reflective of the character of the building and accent roof elements should reflect the appropriate architectural style.

Attention should be given to address the context of the roof of each home relative to the adjacent building along the street.

Approved Roofing Materials (subject to compatibility with the intended architectural style):

1. Concrete tile (flat or curved profile).
2. Clay tile.
3. Slate.
4. High profile composition shingle (3-dimensional).
5. Standing seam metal.

Prohibited Roof Materials:

1. Wood shake.
2. Wood shingle.
3. Low profile asphalt composition.
4. Corrugated metal.

Guidelines:

1. Roof materials and roof pitches need to be selected to reinforce the architectural style.
2. Standing seam metal roofs painted in non-reflective neutral colors are allowed in appropriate architectural styles.
3. Avoid repetition in continuous gable-ends and similar ridge heights.

7.6.5 Eaves, Fascias and Rakes

Guidelines:

1. Eave, fascia and rake proportions are to be appropriate to the architectural style.
2. Larger eave overhangs provide opportunities for shading and should be used in appropriate architectural styles.
3. Exposed rafter tails shall be a minimum of 4-inch in thickness.

7.6.6 Exterior Colors

Building colors are important to establishing a blended community at CenterPark, yet they should give the impression that each home was designed on its own. Appropriate color selections make each building unique, but still look natural and in place in the neighborhood context.

Guidelines:

1. Diversity of color is encouraged.
2. Color shall contribute to distinguishing the overall architectural style of the building.
3. Colors should reflect the natural hues found in Southern California.
4. Color and hue variation in adjacent homes shall be provided to create neighborhood diversity.

A minimum of four different color schemes shall be provided for each architectural style.

7.7 ADDITIONAL DESIGN ELEMENTS

Design elements that are utilitarian in nature should be designed as integral features that support the intended architectural style.

GUIDELINES:

1. Gutters and downspouts should be designed to minimize their visibility from streets and common areas.
2. Exposed gutters and downspouts shall match roof or wall color.
3. Faux copper patina is acceptable.
4. Rooftop mechanical equipment is prohibited.
5. Air conditioning/heating equipment shall be screened from the street and neighboring views and shall be ground mounted.
6. Pool, spa and water softening equipment shall be screened from neighboring views.
7. Meters shall be screened from public view to the extent possible.

8. Back flow preventers shall be adequately screened from public view.
9. Decorative paving shall be provided at appropriate locations, subject to approval of the Planning Director. Appropriate locations include, but are not limited to, pedestrian crossing locations and areas of high expected pedestrian travel, entry locations to common walkways, access to parks and common open space.

7.8 MIXED-USE COMMERCIAL/OFFICE GUIDELINES

CenterPark Specific Plan allows for Commercial and Office developments within Planning Areas 4, 5, 10 and 11 along Ontario Ranch Road and Grove Avenue. These areas combine for approximately 44.3 acres and will be designed to create a place for surrounding residents to have access to shopping and employment opportunities within CenterPark. Surrounding residents will have the ability to access services by foot or bicycle.

Mixed-use planning areas are oriented into this primary intersection connecting the community to the overall Ontario Ranch and the rest of the City of Ontario.

The location of PA 4, 5, 10 and 11 along Ontario Ranch Road create the opportunity for thematic intersection monumentation. This intersection will provide a sense of place for the CenterPark area and will establish a cohesive design character defining the CenterPark planned community. In order tomaintain an overall character of CenterPark area, combining commercial and office uses, development is expected to be designed with a compatible and harmonious character with quality that is harmonious and integral to the residential neighborhoods and the overall sense of place for CenterPark.

These Commercial/Office Design Guidelines will help facilitate the development of the area to enhance the pedestrian experience that positively contributes to the character of CenterPark Specific Plan area. These guidelines are general in nature and are not intended to be strictly enforced rules, but as a tool in aiding the design process. Developers of future commercial and/or office projects will be required to submit Development Plans to the City demonstrating consistency with the CenterPark Specific Plan that includes these Guidelines, for City approval.

7.8.1 Architectural Design

7.8.1.1 Guiding Principles

Guiding Principles for commercial/office design for CenterPark Specific Plan are:

Buildings should contribute to a qualitative nature of the overall neighborhood.

- Proper scale and proportions in massing and details should be used.
- Pedestrian open spaces should be provided.
- Massing and articulation should be varied.
- Buildings shall be designed at a human-scale.

Buildings should have an enduring quality.

- Design should draw inspiration from the rich and diverse Southern California architectural heritage.
- Materials and colors typical to Southern California should be used.
- Details and ornamentation should be authentic.
- Design shall create an inviting place to shop and work.

7.8.1.2 Site Planning

Orientation

Buildings should be oriented for optimal visibility from the street. Windows and entries should face the street avoiding blank walls dominating public views. Stores with entries not visible from the street may be oriented towards pedestrian open space and all primary entries should face onto a street or a connecting walkway.

Building clusterings are recommended to help define parking lot areas and encourage walking between stores. Building entries and storefronts should be positioned close to one another to reduce walking distances between them.

Driveways and Sidewalks

The site shall be provided with an adequate number of driveways to facilitate circulation and also reduce the traffic impact along the surrounding arterials. Pedestrian crossing distances should be minimized at driveways. All driveways and sidewalks shall be constructed per City Standards and to the satisfaction of the City Engineer. No decorative paving will be allowed in the public right-of-way unless otherwise approved by the City Engineer.

Street Frontage and Buildings

Streetside buildings, or those with no parking separating them from the street, should use windows and entry features to soften the building's appearance to the street.

Streetside Setbacks and Buildings

The sides of buildings along street edges shall be landscaped within the setback to soften the building's appearance as well as designed with windows or design elements.

Refuse Containers, Utility and Mechanical Equipment

Refuse containers and equipment shall be easily accessed by service vehicles. They shall be screened from view of the streets, parking lots, and connecting walkways through roof forms, walls and/or landscaping.

Screening details should incorporate elements that are compatible to the architectural style of the buildings. Proper landscaping, including trellises, may also help to screen these elements. Equipment and enclosures shall not be located near pedestrian walkways. Roof-mounted equipment shall be screened by the roof/ parapet and strategically located from the visibility of the public view.

Sidewalks

Public sidewalks shall be located along natural pedestrian travel paths and should be a minimum of 5 ft. wide. All walkways shall be a minimum of 4 ft. wide within developments in the Specific Plan area will comply withe ADA standards for accessibility.

7.8.1.3 Building Design

Massing

With larger buildings, appropriate massing becomes more important to maintain the human-scale of the development and create a visually pleasing environment. Bay windows, stepped buildings, height changes and setback variations between stores help to break up large buildings as well as indicate entries and store locations to customers. Tower elements or monumental features are encouraged at focal points, such as corners, plazas, major entrances, or where walkways meet streets.

Varying setbacks along the front façade of buildings are recommended to create small outdoor public spaces for pedestrians to gather and sit.

Roof Forms

Roof pitches shall be compatible to the architectural style of the buildings. Flat roofs should vary in height and be accompanied by cornice, trim or other accent features.

Arcades and Awnings

Outdoor arcades along store fronts are encouraged over pedestrian walkways. Arcades may be used to connect separate buildings providing a more pleasing experience for pedestrians. Trellises or awnings may also be used to create a covered walkway to protect pedestrians from the sun and rain.

Entry Design

Building entries shall be prominent and easily identified. Various elements can be used to enhance the entry features including massing variation, materials and color change, change in roof form, and awnings. For smaller retail buildings that are part of a cluster or strip, arcades, awnings and simple signage may be acceptable as entries.

No signs shall be placed in the public right-of-way and shall be in accordance with City standards regarding corner site distance.

Design Flexibility

Retail spaces exceeding 30,000 sq. ft. should be designed with the flexibility to be divisible into smaller retail spaces, should future market demand change.

Façades that are visible from adjacent streets or walkways should display even greater visual interest by using architectural elements that break up the massing of large buildings, such as windows, arcades, awnings, porticos, and other architectural features.

Base and Top Treatments

Base and top treatments help to balance the “weight” of the building visually. Bases should appear to “ground” the building, while tops create a defined edge to the roofline. Possible treatment techniques are as follows:

Base:

- Natural materials.
- Enriched landscaping with a mature height of at least 18-inch.
- Pre-cast materials.
- Other decorative, durable materials as approved by the City.
- Thicker walls.

Tops:

- Cornice treatments.
- Roof overhangs with brackets.
- Stepped parapets.
- Textured materials - Colored “stripes” are not acceptable as the only treatment.

Exterior Materials

Recommended materials include, but are not limited to stucco, exterior plaster, brick, wood siding, tile, pre-cast concrete or stone. Exterior materials that appear pre-fabricated are not recommended.

Selected materials and detailing should have an enduring appearance. Foam products should be avoided at the pedestrian level.

Roof Materials

Roofing materials that are generally acceptable include standing metal seam, concrete tile, tile and slate or slate-like materials. Asphalt or wood shingles are prohibited.

Colors

Color selection shall be consistent with the selected architectural style.

7.9 COMMUNITY STRUCTURES

Community structures should be designed to reinforce the architectural style of the surrounding neighborhood and the overall CenterPark Community.

GUIDELINES:

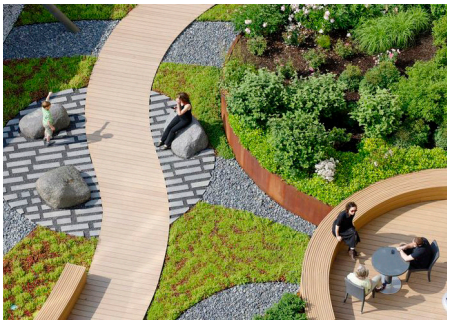
1. Detached structures, such as restroom buildings, pool cabanas and gate houses associated with individual neighborhoods shall be designed to match the style, detail, roof material/pitch and massing criteria of the primary buildings within the neighborhood.

2. Detached garages, storage buildings and utility buildings should incorporate design features, materials and colors compatible with the primary buildings within the neighborhood.

7.10 DESIGN GUIDELINES FOR LANDSCAPE ARCHITECTURAL CHARACTER

The vision for CenterPark – the experience of scenery and the interface between urban design and natural landscape – inspired the overall community landscape character and treatment for the CenterPark Specific Plan. The following Design Guidelines are organized to define the basic landscape design principles for CenterPark. Observing these Guidelines will help to implement the overall design vision and assure the design integrity of CenterPark throughout implementation.

All landscape plans, streetscape plans and graphic designs with regard to community identity, neighborhood identity or entry monumentation shall conform to the guidelines as set forth herein and shall be subject to review and approval by the City of Ontario. Landscaping utilized for Ontario Ranch Road, Campus, Bon View, Grove and Walker Avenues shall be designed in accordance with the Ontario Ranch Streetscape Master Plan and Landscape Development Standards.



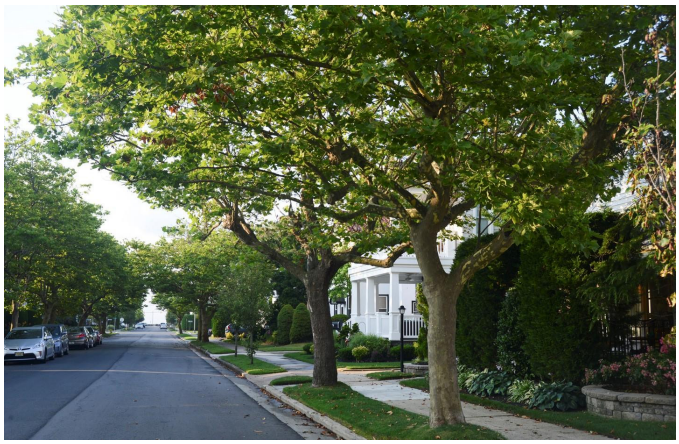
7.11 FRAMEWORK STREETSCAPE DESIGN

Streetscape design guidelines establish a hierarchy for the landscape development along the surrounding roadways, as well as establish a framework for consistency of design. Framework streets traverse the Specific Plan and intersect project site at the central mixed-use planning areas. They also provide a gateway to the City of Ontario Grand Park. See **Exhibit 7-9, Landscape Framework Plan**. The framework streets are defined as follows:

1. Ontario Ranch Road.
2. Grove Avenue.
3. Grand Park Avenue.

The design of neighborhoods within CenterPark further reinforces the hierarchy of streets within the Specific Plan. The neighborhood streets provide for local circulation and access for residents and visitors. These streets may be public or private. Local neighborhood streets will be designed to meet public roadway engineering and construction standards. The internal local streets include the following:

1. Cucamonga Avenue and Parco Ave.
2. Local Public Neighborhood Streets.
3. Private/Common Drives.
4. Private Driveways/Alleys.



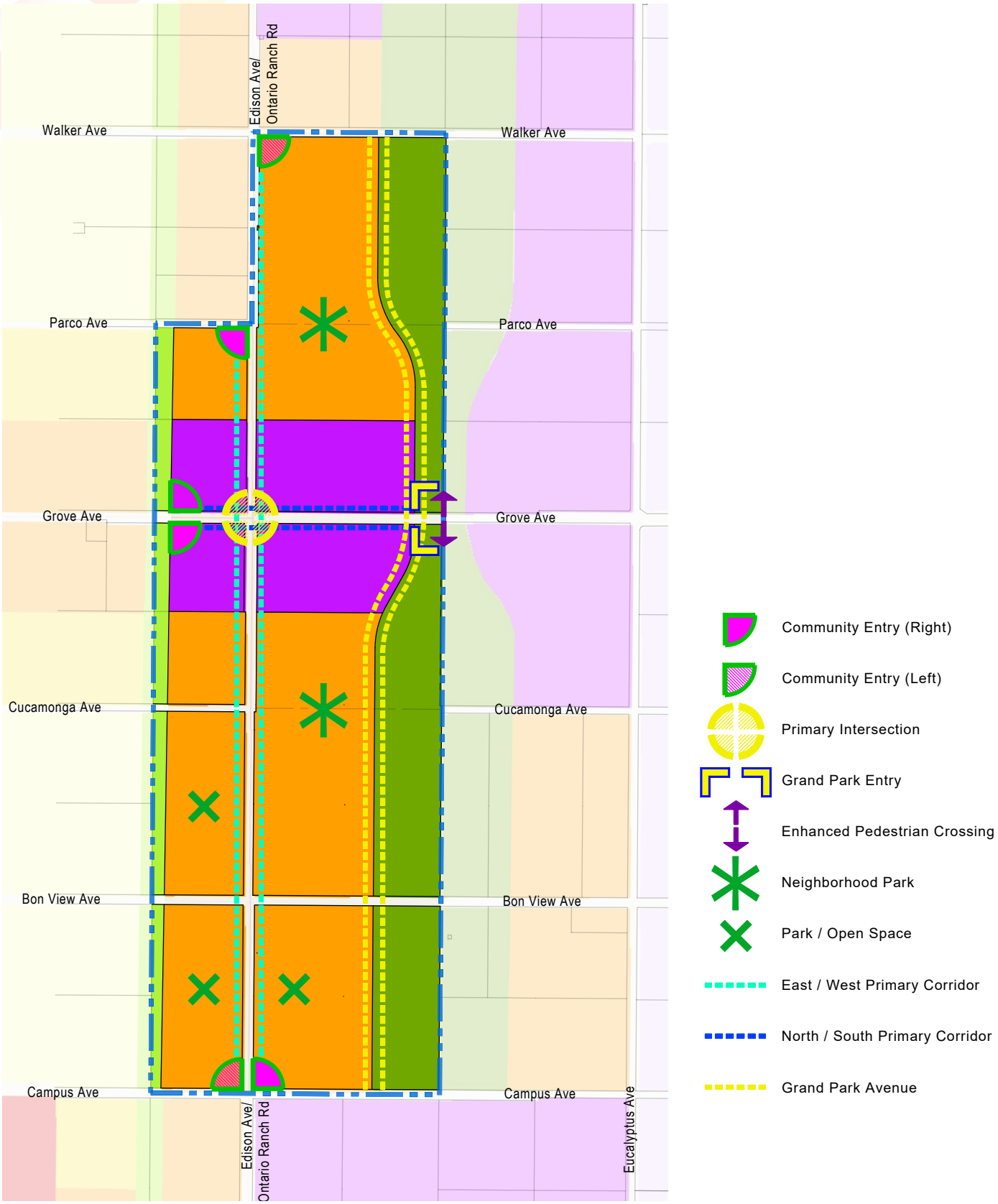


EXHIBIT 7-9 LANDSCAPE FRAMEWORK PLAN

7.12 LANDSCAPE STREETSCAPE TREATMENT

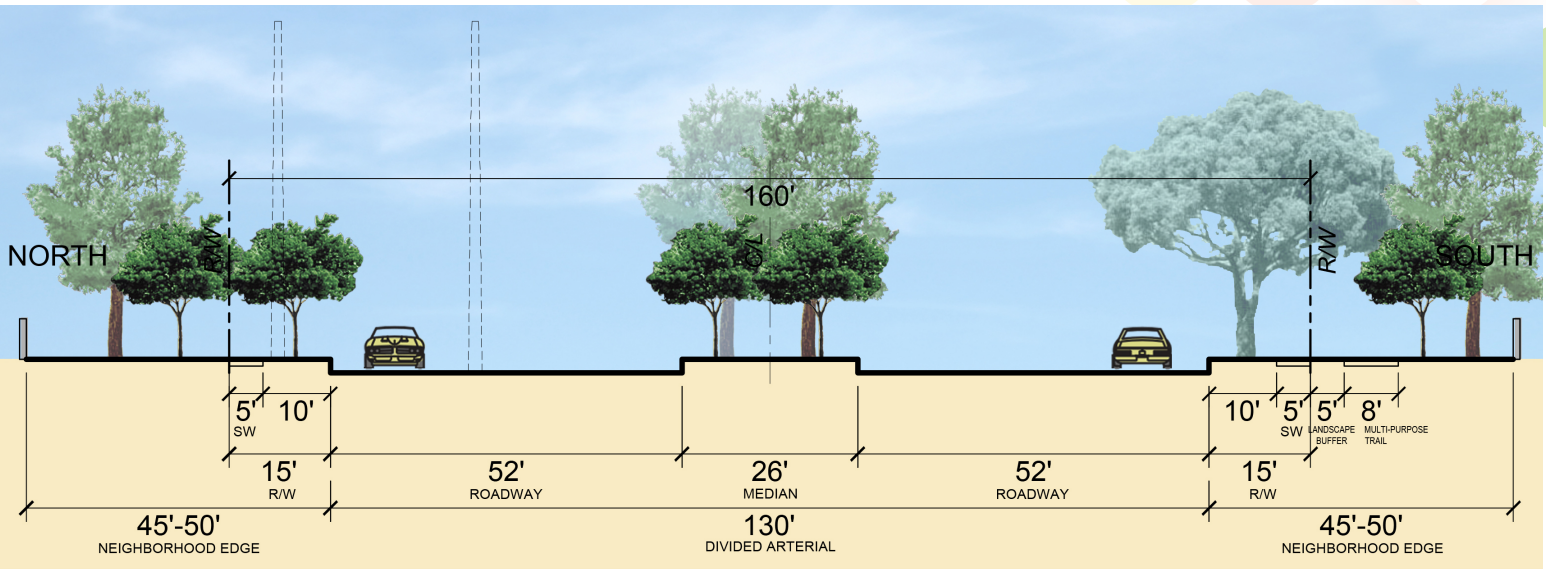
The overall landscape treatment along the streets within the CenterPark Specific Plan establish the general framework for the community. Tree plantings within landscape buffers and neighborhood edges combined with the master planned street trees and landscape treatment along public streets, private streets and private drives, create a spatial hierarchy and visual character throughout the community and within the residential neighborhoods of CenterPark.

7.12.1 Ontario Ranch Road

Ontario Ranch Road traverses the CenterPark Specific Plan area in an east/west direction from Campus Avenue to Walker Avenue. The Ontario Ranch Road streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. On Ontario Ranch Road the streetscape trees are of the Quercus agrifolia (Coast Live Oak), Pinus eldarica (Afghan Pine) as well as Lagerstroemia 'Natchez' (White Crape Myrtle). Approved shrubs include Viburnum tinus 'Spring Bouquet'(Laurustinus) and Rosa 'Pink Iceberg' (Pink Iceberg Shrub Rose).

The streetscape plan for Ontario Ranch Road is illustrated in **Exhibit 7-10, Ontario Ranch Road Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.

The typical cross section for Ontario Ranch Road in the Ontario Ranch Streetscape Master Plan 2018 includes a raised center median planted with deciduous trees. There are existing public utilities located within the future median area. There may be planting or other restrictions within these utility easements. These restrictions may conflict with the typical Master Planned street section. Any such conflicts will be discussed with the affected public agencies and resolved concurrent with TTM approval for the adjacent property.



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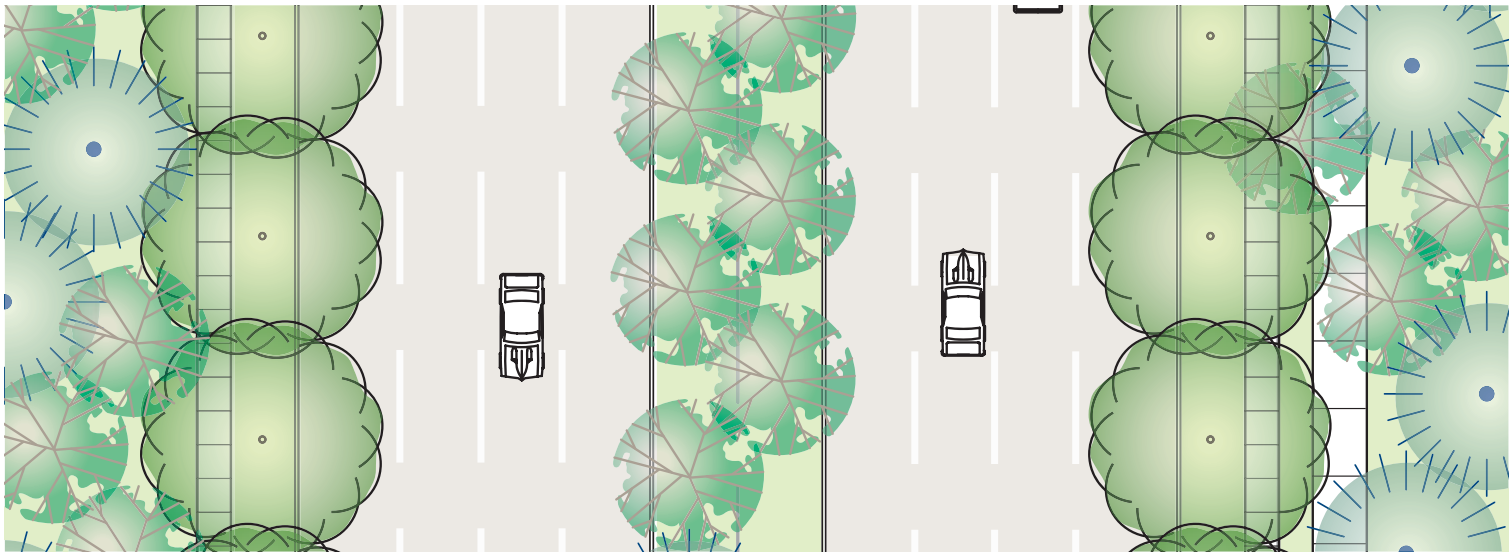


STREET - PLAN VIEW

TREE LEGEND

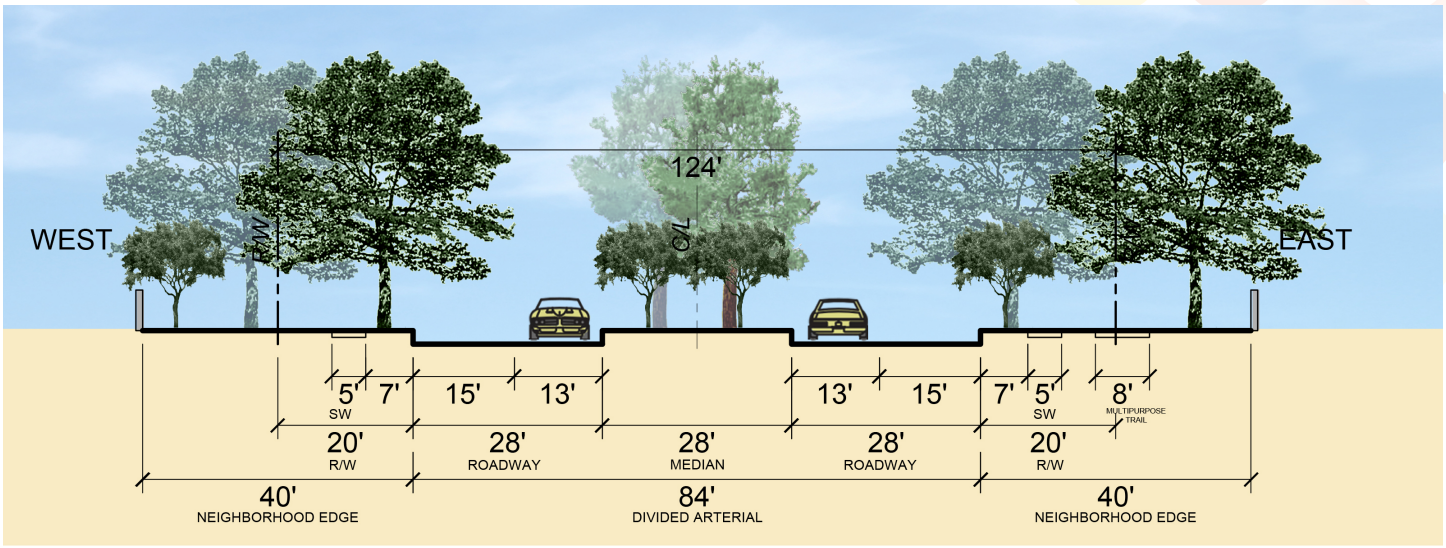
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	QUERCUS AGRIFOLIA / COAST LIVE OAK	40' x 30'	at 30' o.c.	at 40' o.c.	Evergreen
	LAGERSTROEMIA INDICA 'NATCHEZ' / WHITE CRAPE MYRTLE	20' x 12'	at 15' o.c.	at 15' o.c.	Deciduous
	PINUS ELDARICA / AFGHAN PINE	40' x 30'	at 30' o.c.	at 40' o.c.	Evergreen

EXHIBIT 7-10 ONTARIO RANCH ROAD STREETSCAPE

7.12.2 Grove Avenue

Grove Avenue traverses the CenterPark Specific Plan area in a north/south direction from the south side of the major SCE power line easement located approximately 400 ft. north of Ontario Ranch Road to the mid-point of the future Grand Park located one quarter mile south of Ontario Ranch Road. The Grove Avenue streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. The streetscape trees on Grove Avenue will be a mix of Platanus X acerifolia 'Bloodgood' (London Plane Tree), Pinus eldarica (Afghan Pine) and Cercis occidentali (Western Redbud). Prunus caroliniana (Carolina Laurel Cherry) and Muhlenbergia capillaris 'Regal Mist' (Pink Muhly) are allowable shrubs on this street.

The streetscape plan for Grove Avenue is illustrated in **Exhibit 7-11, Grove Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



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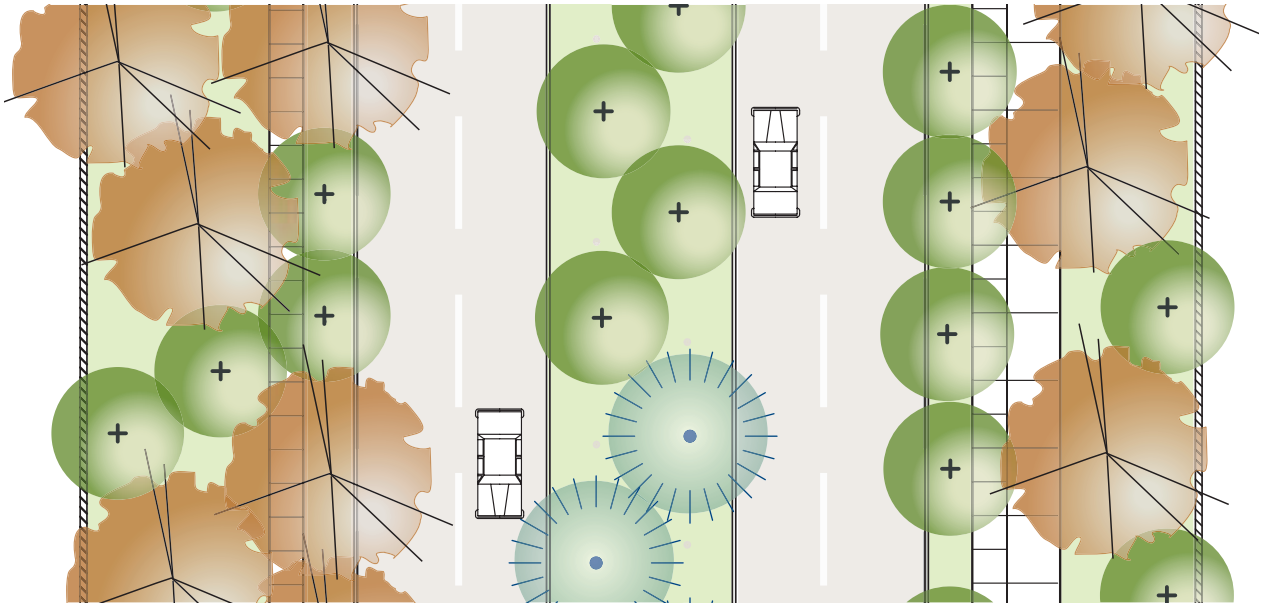


STREET - PLAN VIEW

TREE LEGEND

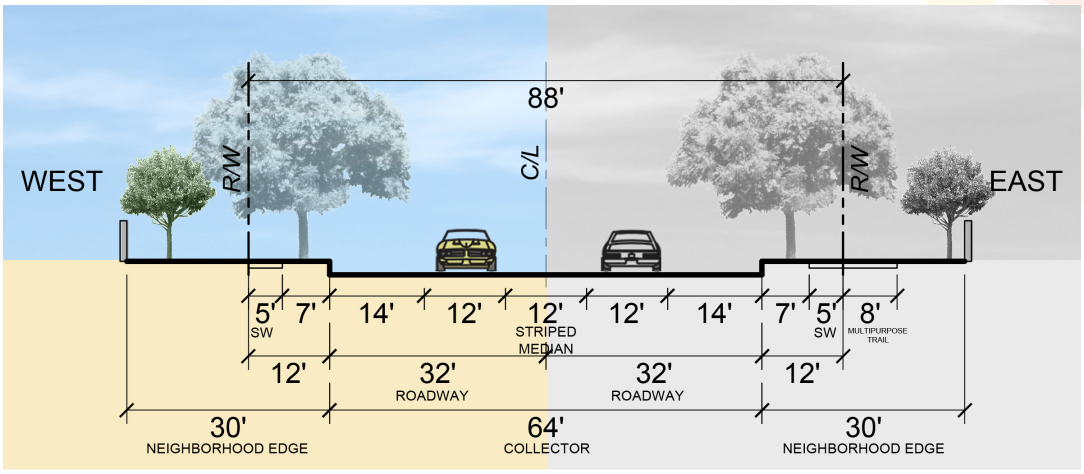
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	PLATANUS ACERIFOLIA 'BLOODGOOD' / LONDON PLANE TREE	40' x 30'	at 30' o.c.	at 40' o.c.	Deciduous
	PINUS ELDARICA / AFGHAN PINE	40' x 30'	at 30' o.c.	at 40' o.c.	Evergreen
	CERCIS OCCIDENTALIS / WESTERN REDBUD	20' x 15'	at 12' o.c.	at 15' o.c.	Deciduous

EXHIBIT 7-11 GROVE AVENUE STREETSCAPE

7.12.3 Walker Avenue

Walker Avenue is located along the eastern boundary of the CenterPark Specific Plan area. The Walker Avenue streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. On Walker Avenue, Koelreuteria Bipinnata (Chinese Flame Tree) and Tristania Laurina (Water Gum) can be planted. Acceptable shrubs are Elaegnus Pungens (Silverberry) and Sesleria autumnalis (Autumn Moor Grass).

The streetscape plan for Walker Avenue is illustrated in **Exhibit 7-12, Walker Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



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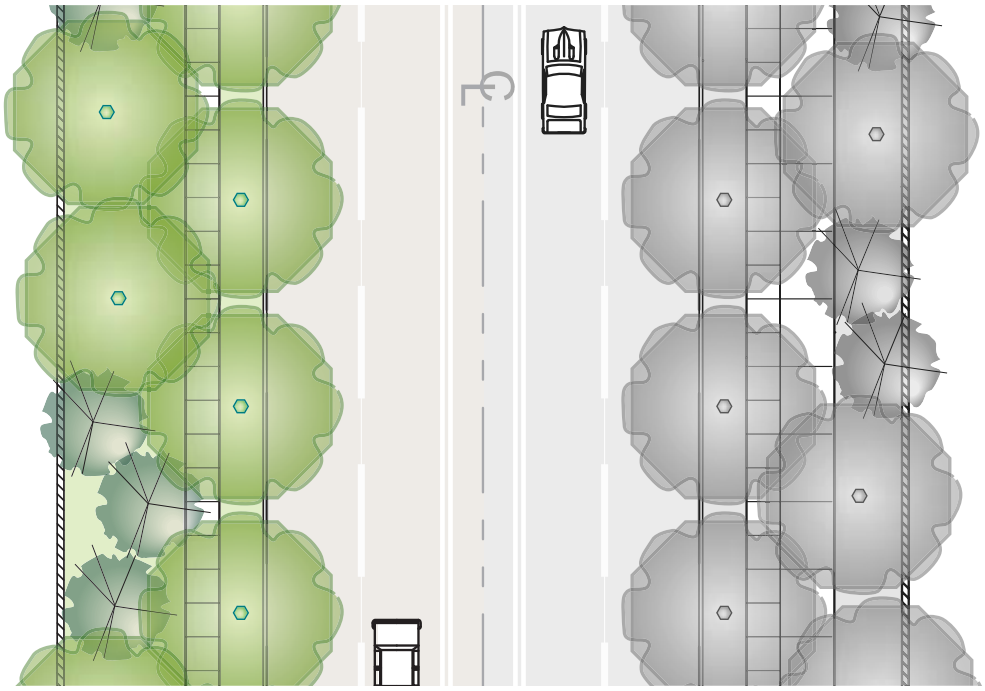


STREET - PLAN VIEW

TREE LEGEND

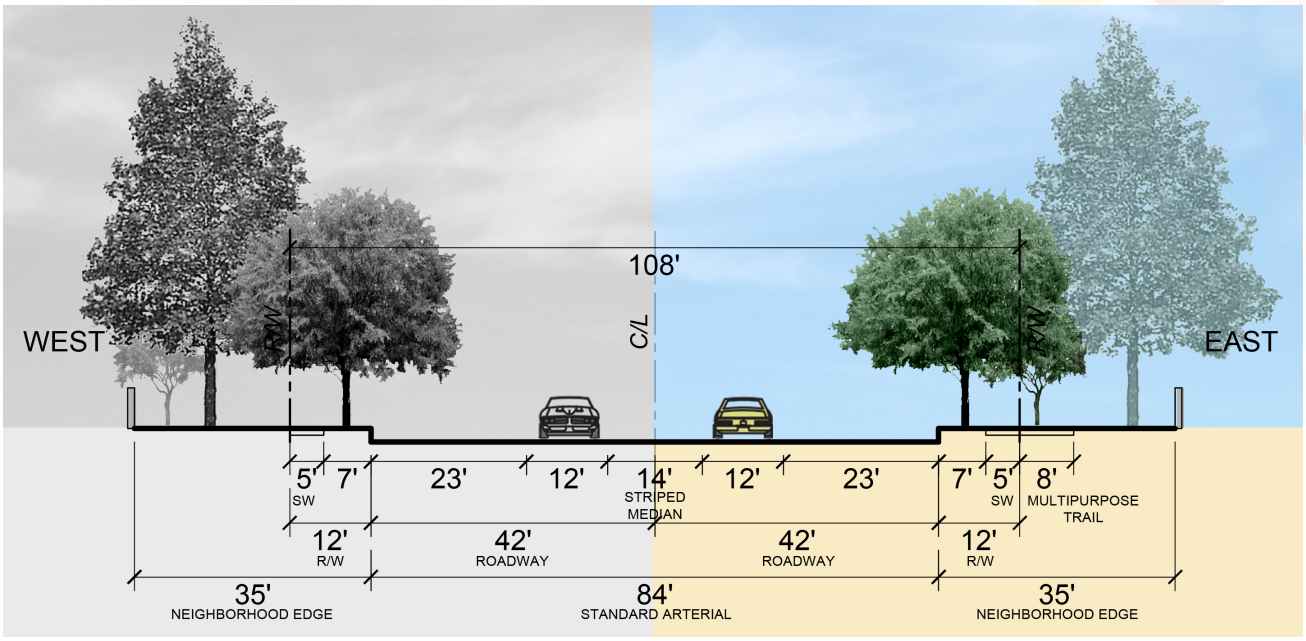
SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	KOELREUTERIA BIPINNATA / CHINESE FLAME TREE	30' x 30'	at 30' O.C.	at 40' O.C.	Deciduous
	TRISTANIA LAURINA / WATER GUM	15' x 15'	at 15' O.C.	at 20' O.C.	Evergreen

EXHIBIT 7-12 WALKER AVENUE STREETSCAPE

7.12.4 Campus Avenue

Campus Avenue is located along the western boundary of the CenterPark Specific Plan area. The Campus Avenue streetscape will be developed in accordance with the Ontario Ranch Streetscape Master Plan 2018. The streetscape trees on Campus Avenue should consist of Ulmus parvifolia 'Drake' (Drake Elm), Tabebuia chrysotricha (Golden Trumpet Tree) and Celtis sinensis (Chinese Hackberry). Acceptable shrubs are Cotoneaster lacteus (Cotoneaster) and Lonicera japonica (Japanese Honeysuckle).

The streetscape plan for Campus Avenue is illustrated in **Exhibit 7-13, Campus Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



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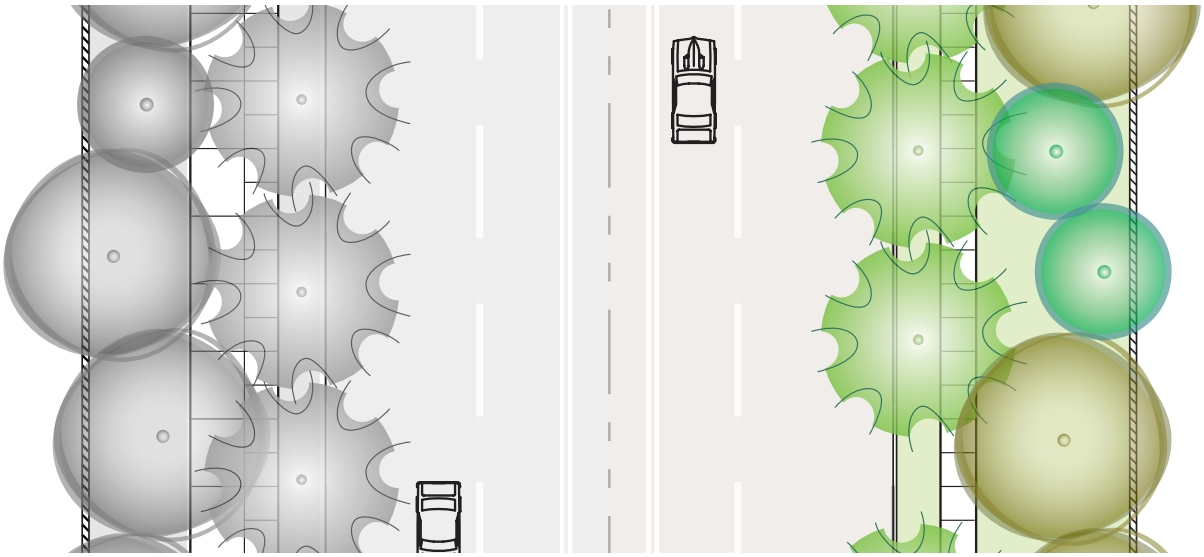


STREET - PLAN VIEW

TREE LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL	TYPE
	CELTIS SINENSIS / CHINESE HACKBERRY	30' x 50'	at 30' o.c.	at 30' o.c.	Deciduous
	ULMUS PARVIFOLIA 'DRAKE' / DRAKE ELM	50' x 30'	at 25' o.c.	at 30' o.c.	Semi-Evergreen
	TABEBUIA CHRYSOTRICHA / GOLDEN TRUMPET TREE	15' x 25'	at 20' o.c.	at 25' o.c.	Briefly Deciduous

EXHIBIT 7-13 CAMPUS AVENUE STREETSCAPE

7.12.5 Bon View Avenue

Bon View Avenue is located approximately one quarter mile east of the western boundary of the CenterPark Specific Plan area. The Bon View Avenue streetscape will be developed in accordance with the City of Ontario Master Plan of Streets and Highways.

On Bon View Avenue, Pistacia chinensis (Chinese Pistache) and Quercus agrifolia (Coast Live Oak) can be planted. Acceptable shrubs and groundcovers include Rhaphiolepis 'Majestic Beauty' (Majestic Beauty Indian Hawthorne) and Baccharis pilularis 'Twin Peaks' (Dwarf Coyote Brush).

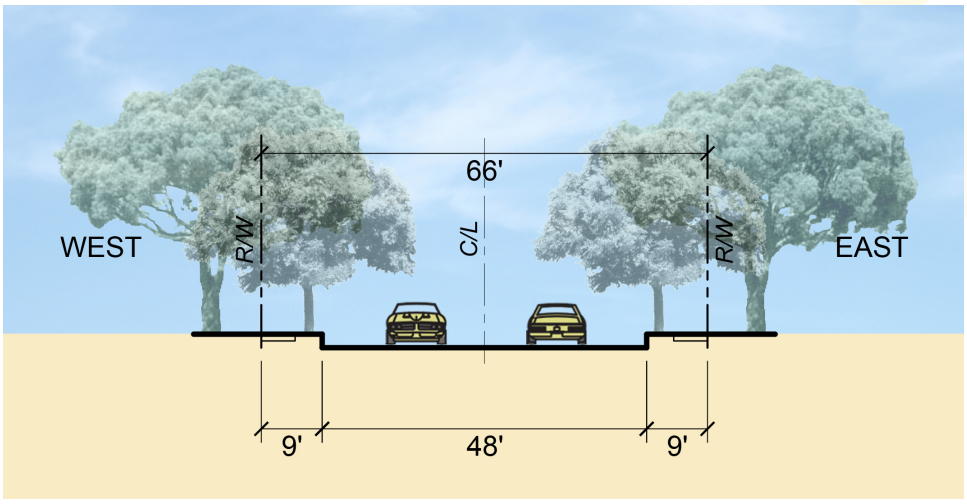
The streetscape plan for Bon View Avenue is illustrated in **Exhibit 7-14, Bon View Avenue Streetscape**. Improvements within the neighborhood edge of the CenterPark development may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.

7.12.6 Cucamonga Avenue

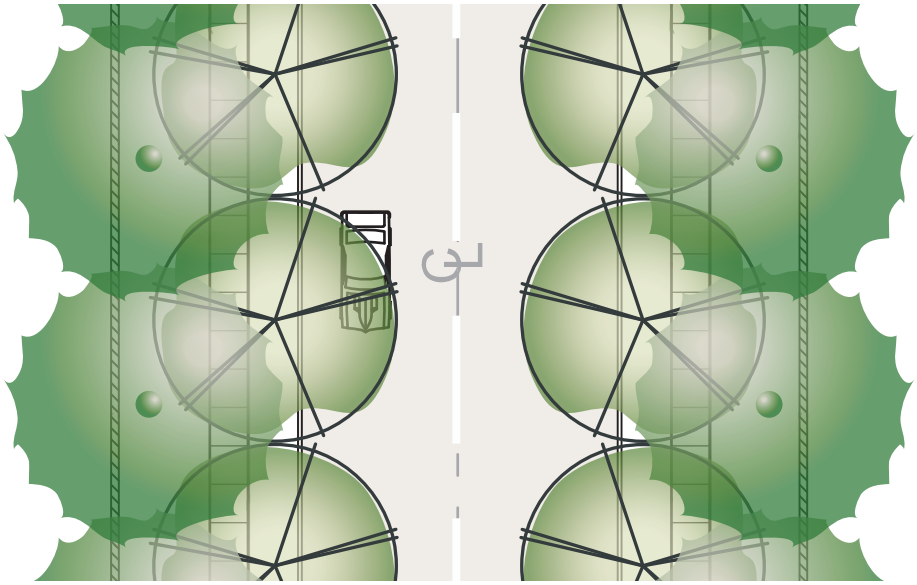
Cucamonga Avenue is a local north/south street providing access to the residential neighborhoods within the western portion of the CenterPark Specific Plan area. Cucamonga Avenue terminates on a neighborhood park and provides a connection and visual access to the Grand Park. The streetscape for Cucamonga Avenue will be developed in accordance with the City of Ontario Landscape Development Standards.

The Cucamonga Avenue streetscape tree will be Tristania Laurina (Water Gum). Acceptable shrubs and groundcovers include Pittosporum tobira 'Wheeler's Dwarf' (Wheeler's Dwarf Pittosporum), Rosmarinus 'Tuscan Blue' (Tuscan Blue Rosemary), and those in the Salvia (Sage) and Thymus (Creeping Thyme) species.

The streetscape plan for Cucamonga Avenue is illustrated in **Exhibit 7-15, Local Street Streetscape**. Improvements within the neighborhood edge may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.



STREET - CROSS SECTION



STREET - PLAN VIEW

TREE LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE HEIGHT X SPREAD	SPACING RESIDENTIAL	SPACING COMMERCIAL
	PISTACIA CHINENSIS / CHINESE PISTACHE	25' x 30'	at 30' O.C.	at 30' O.C.
	QUERCUS AGRIFOLIA / COAST LIVE OAK	35' x 35'	at 30' O.C.	at 40' O.C.

EXHIBIT 7-14 BON VIEW AVENUE STREETSCAPE

7.12.7 Parco Avenue

Parco Avenue is a local north/south street providing access to the residential neighborhoods within the eastern portion of the CenterPark Specific Plan area. Parco Avenue terminates on a neighborhood park and provides a connection and visual access to the Grand Park. The streetscape for Parco Avenue will be developed in accordance with the City of Ontario Landscape Development Standards.

The Parco Avenue streetscape tree will be Tristania Laurina (Water Gum). Acceptable shrubs and groundcovers include Pittosporum tobira 'Wheeler's Dwarf' (Wheeler's Dwarf Pittosporum), Rosmarinus 'Tuscan Blue' (Tuscan Blue Rosemary), and those in the Salvia (Sage) and Thymus (Creeping Thyme) species .

The streetscape plan for Parco Avenue is illustrated in **Exhibit 7-15, Local Street Streetscape**. Improvements within the neighborhood edge may include monumentation within the landscape buffer area as shown on **Exhibit 7-9, Landscape Framework Plan**.

7.12.8 Grand Park Avenue

Grand Park Avenue is an internal connecting street providing primary east/west access to the residential neighborhoods within the CenterPark Specific Plan area. Grand Park Avenue is not part of the Ontario Ranch Streetscape Master Plan, however, it is an important community design element and creates a scenic drive along the north edge of the Ontario Grand Park within the Mixed-Use and residential areas of CenterPark.

It is identified as a Framework Street on **Exhibit 7-9, Landscape Framework Plan**. The streetscape for the Grand Park Avenue will be developed in accordance with the City of Ontario Landscape Development Standards.

7.12.9 Neighborhood Streets

Public and private neighborhood streets are utilized to provide internal circulation and connections in and between neighborhoods in the Specific Plan area. Public neighborhood streets within CenterPark will be developed in accordance with the City of Ontario Landscape Development Standards.

- *Local neighborhood streets unify and identify smaller neighborhoods and/or housing types within the community. Primary identifiers include a common street tree type and similar hardscape materials.*
- *See Planning Area Lansdcape criteria (Section 6.4) for street tree designation on local neighborhood streets.*
- *Street trees shall be installed at 24 in. box size minimum at 30 ft. O.C.*
- *Street trees located within 5 ft. of walks, walls, or other hardscape shall have a linear root barrier installed per manufacturer's recommendation.*
- *Parkways between sidewalk and roadside curb shall be planted with low water using groundcover, turf or approved equal.*
- *Where a local neighborhood street exists adjacent to school property, there shall be an additional 8 ft. landscape edge provided on the school site to allow for a widened sidewalk and landscape buffer.*

Local neighborhood street streetscapes shall include the following:

1. Public and private neighborhood streets include a 12 ft. wide parkway on each side of the street within a 60 ft. ROW. A 7 ft. wide landscaped area located between the curb and a 5 ft. wide sidewalk, with upright medium-sized, evergreen or deciduous canopy trees, minimum 24-inch box size, from the approved plant list. A minimum of one tree shall be planted on or near the property line of each lot.
2. Low water groundcovers are to be used in traditional turf areas including landscaped parkways.
3. A maximum of 50% warm season turf in landscape areas, with automatic irrigation, is allowed in landscape parkway areas.
4. Shrub mass planting and vines will be planted within common 5 ft. deep lettered lots located behind the sidewalk on corner side yard conditions to help soften adjacent private yard wall.

The streetscape plan for public local neighborhood streets is illustrated in **Exhibit 7-15, Neighborhood Street Streetscape**.

Where interior streetscapes interface with neighborhood parks and open space, special consideration should be taken to integrate pedestrian circulation into these areas via a pedestrian walkway system that links sidewalk along streets to open space areas.

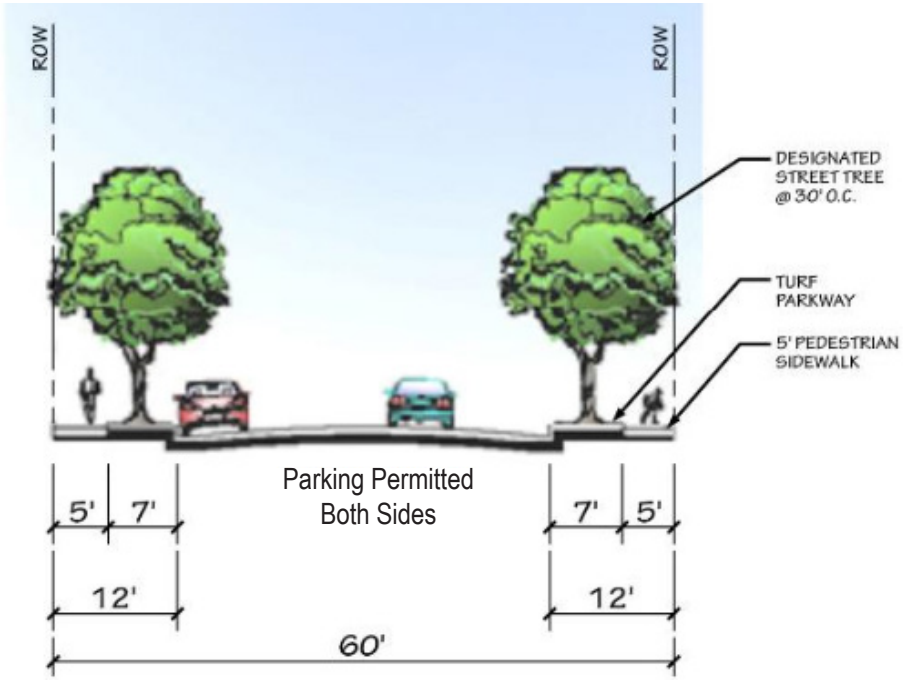


EXHIBIT 7-15 NEIGHBORHOOD STREET STREETSCAPE
(Cucamonga Avenue, Parco Avenue, Grand Park Avenue and Public and private Neighborhood Streets)

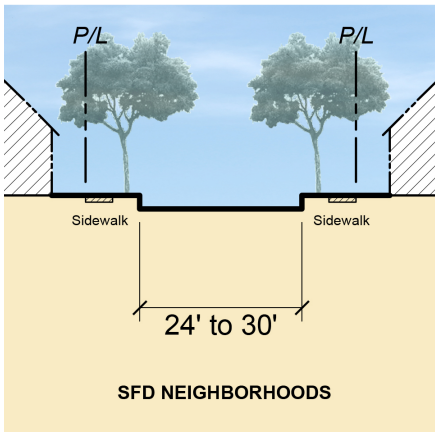
7.12.10 Private Drives

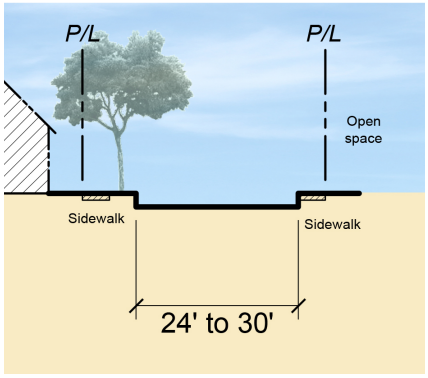
Private drives provide internal circulation within the residential neighborhoods in the Specific Plan area. The streetscape design of private drives shall be consistent in character with the overall landscape framework for CenterPark to provide an attractive and safe pedestrian circulation throughout the residential areas of the Specific Plan. Private drives may be used to provide access to open space and resident parking areas and neighborhood parks.

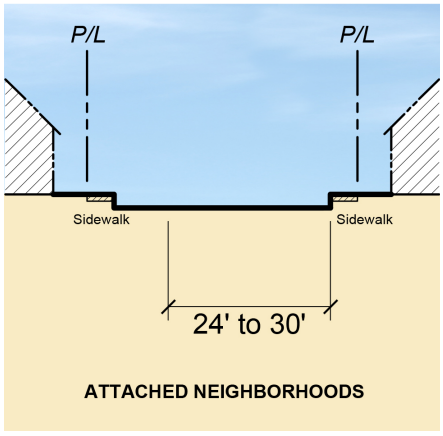
- *Landscape materials and details shall soften and enhance essential service and vehicular access, creating a utility oriented residential street type. Shrubs and vines shall be used in conjunction with screen wall and fence types to provide a cohesive circulation element for alley-loaded product types.*

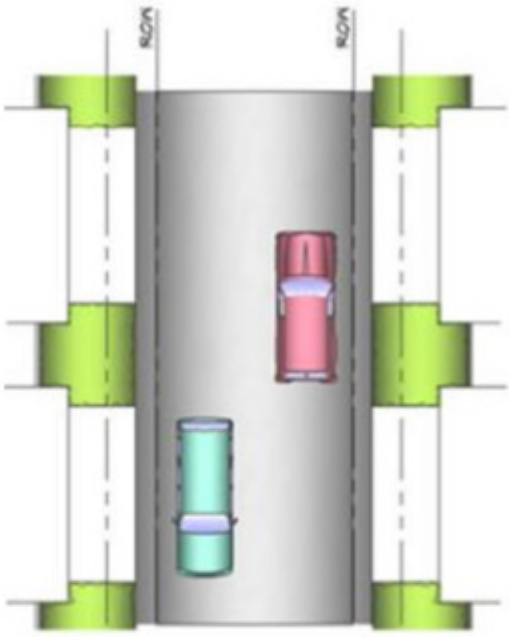
Private drives differ from private common drives or alleys, both in function and appearance. Private drives are utilized to provide secondary vehicular and pedestrian access within each neighborhood. They may include landscaped parkways between the vehicular paved section and the pedestrian sidewalk to allow for regularly spaced street trees to replicate the aesthetics of a neighborhood streetscape at a scale that is proportional to the higher density residential planning area with urban building setbacks. Private drives reduce the paved section along streets where no parking is allowed. Private drives within CenterPark will incorporate the following design guidelines:

The streetscape plans for private drives are illustrated in **Exhibit 7-16, Private Drives Sections**.









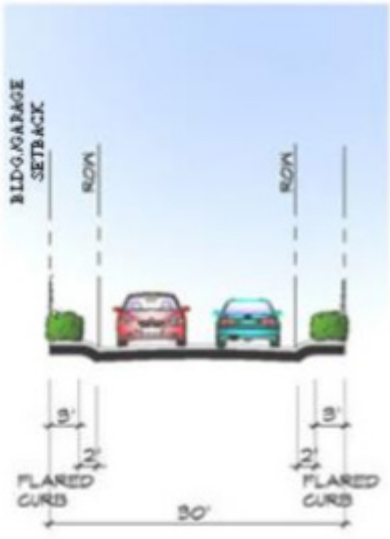


EXHIBIT 7-16 PRIVATE DRIVES SECTIONS

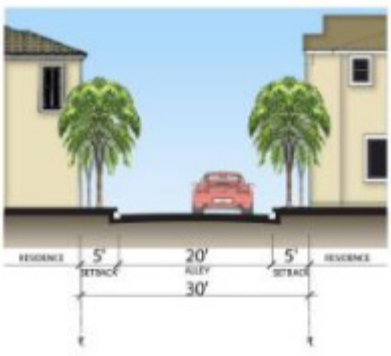
7.12.11 Common Drives/Alleys

Common drives include through travel ways used primarily to provide access to residential parking and garages. Garages are also oriented onto dead-end travel way or alleys. Alleys do not typically include public utilities and are designed to meet minimum fire access requirements.

- *The intent is to provide access for vehicles and trash storage and removal in an attractive space that encourages neighbor interaction.*
- *The drive shall be 24 ft. where common drives provide emergency access.*
- *Garage to garage distance shall not be less than 30 ft.*
- *Living space facing a common drive shall allow for a minimum 5 ft. landscape setback measured from the curb or sidewalk (if any).*
- *Low patio walls shall allow for a minimum 3 ft. landscape setback measured from the curb or sidewalk (if any).*

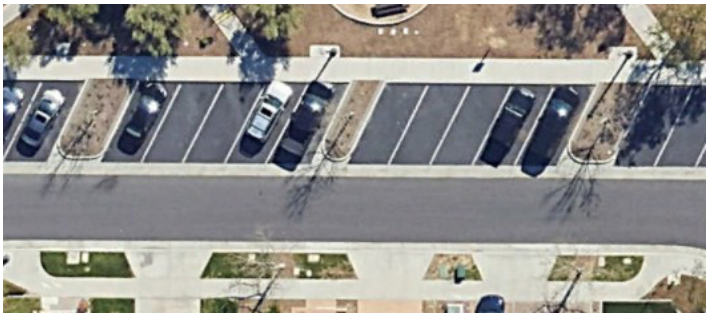
Common drives streetscapes shall include the following:

1. Common drives provide internal circulation and access to open parking and residential garages. Enhanced cross walks are encouraged at private drives where they intersect with public or private streets.
2. Where garages are oriented onto common drives, a landscaped planting area between garage driveways will be planted with upright shrubs, vines espaliers and/or groundcover plant material from the approved plant list. These areas will include automatic sprinklers.
3. Informal tree planting, groups of two or more, is encouraged adjacent to parks, common open space areas, and SCE easements. The minimum average requirement is one tree per 25 ft.
4. Parking along private drives shall include one 8 ft. wide planter island for every 8 adjacent parking stalls.



Minimum travel lanes on private drives and through private driveways/alleys shall be a minimum of 24 ft. wide. Additional paved width may be be required if there are public utilities within the private drive.

Parallel parking is not allowed on private drives less than 32 ft. wide. Diagonal and perpendicular parking stalls may be permitted on one or both sides of private drives as shown in **Exhibit 7-17, Private Drive Parking**.



Diagonal parking along open space

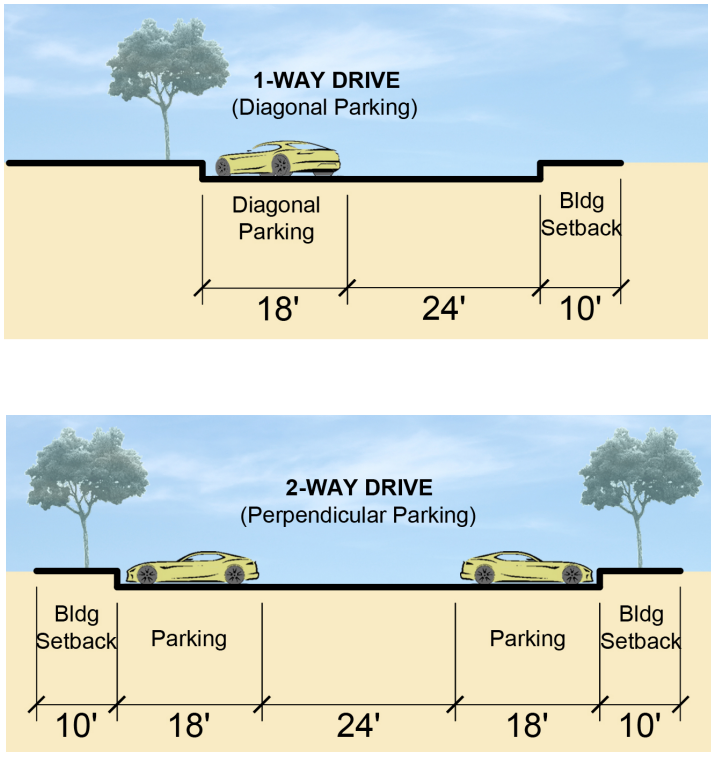
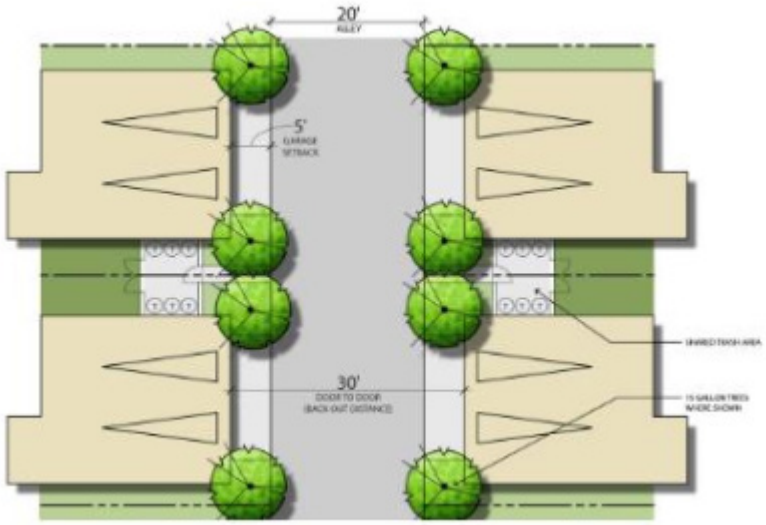


EXHIBIT 7-17 PRIVATE DRIVE PARKING

Alleys are typically dead-end private travel ways fronted by residential parking and garages. Private driveways streetscapes shall include the following:

1. Common drives and alleys are designed to provide safe and attractive access to residential garages, driveways, and parking spaces. Typical alleys are not through-streets and are intended to be pedestrian-friendly with low traffic volumes. Private drives consist of a 20 ft. wide paved section with rolled curbs. Buildings and garages facing each other are a minimum of 30 ft. apart. The areas on each side of the alley may be private front yards, parking spaces for residents and guests or access to garages. Landscaping in these areas will be installed by the builder and maintained by a homeowners association. These areas will include automatic sprinklers.
2. Where garages are oriented onto common drives and alleys, a landscaped planting area between the garage driveways will be planted with upright shrubs, vines espaliers and/or groundcover plant material from the approved plant list.

The streetscape plan for alleys is illustrated in **Exhibit 7-18, Common Drives/Alleys**.



Non-through common drives and alleys, which function primarily to provide access to garages within single-family detached neighborhoods, including cluster, courtyard and detached cottage home types, shall utilize enhanced paving materials such as concrete pavers, scored or colored concrete, stonework or other decorative hardscape approved by the City Planning Department.

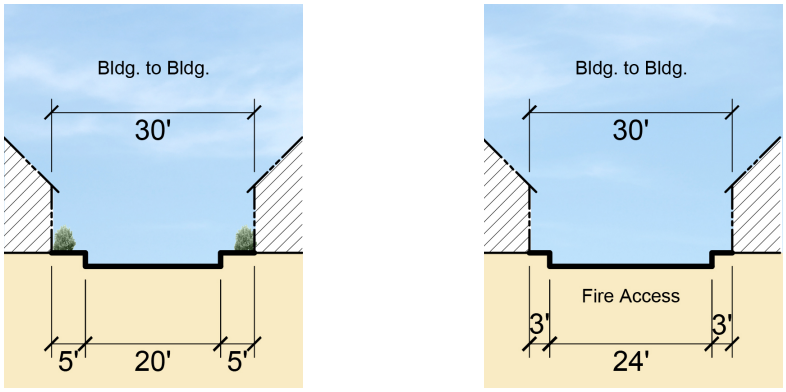


EXHIBIT 7-18 COMMON DRIVES/ALLEYS

The enhanced paving shall be designed to accommodate vehicular access to the garages and pedestrian access from sidewalks and walkways to front entry doors. See **Exhibit 7-19, Enhanced Driveway/Common Drives and Alley Paving Detail**.

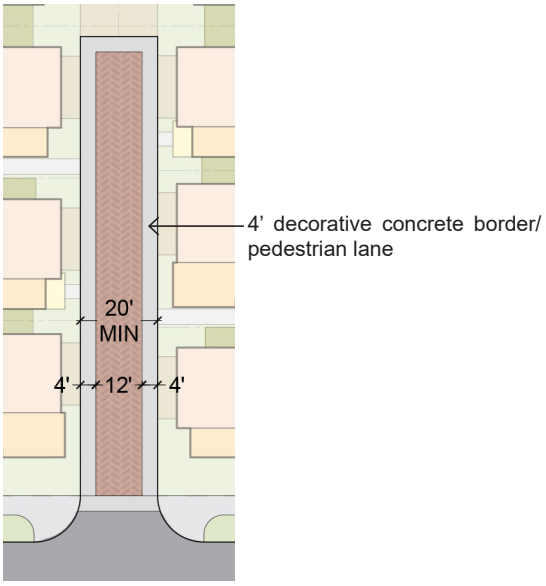


EXHIBIT 7-19 ENHANCED DRIVEWAY/COMMON DRIVES AND ALLEY PAVING DETAIL

7.13 ENTRIES AND MONUMENTATION

Community monumentation is an important community design element used to identify one's arrival at CenterPark and to establish the sense of place for the overall community. Community entries are proposed at the perimeter of the Specific Plan area along framework streets. These Community entry monuments are designed to establish a strong hierarchy of scale. They may be incorporated into the landscape plans for individual planning areas to identify attached residential and multi-family neighborhoods, neighborhood parks and open space amenities within the community. These monument elements are to be designed with durable, lasting materials approved by the City of Ontario. Placement of the monumentation shall be in accordance with line-of-sight requirements and outside of the public right-of-way.

Community entry monuments are located at the western edge of the Specific Plan area at the intersection of Ontario Ranch Road and Campus Avenue, at the northern Specific Plan boundary at Grove Avenue, at the northwest corner of the intersection of Ontario Ranch Road and Parco Avenue. These monuments announcing the arrival into the community of CenterPark, will reflect a transitional interpretation of the historical rural character of the area and reinforce the architectural theme established for the CenterPark Community to create a harmonious, identifiable and aesthetic arrival statement.

The community monuments establish an asymmetrical character, with the primary monument feature located on the right side of the street within a landscaped backdrop. A smaller monument feature on the left side of the roadway provides an offsetting balance. Serpentine stucco walls and formalized planting offset an arrangement of simple spheres creating a three dimension sculpture that is visually interesting at the pedestrian and vehicular level.

The Community monumentation features are illustrated in **Exhibit 7-9, Landscape Framework Plan**.

7.13.1 Community Entry and Monumentation

The community monumentation shall include the following:

1. A horizontally proportioned monument sign (6-8 ft. maximum height) with enhanced horizontal cladding and community identification, will be located within the landscape lot adjacent to the ROW at the following locations:

   a. Northeast and southeast corner of Ontario Ranch Road and Campus Avenue.

   b. East and west side of Grove Avenue at the south edge of the SCE easement north of Ontario Ranch Road.

   c. Northwest corner of the intersection of Ontario Ranch Road and Parco Avenue.

   d. Southwest corner of the intersection of Ontario Ranch Road and Walker Avenue.

2. Conceptual monumentation shown in the Specifc Plan depicts stucco with treated or simulated wood accent material. Stucco and simulated wood are sustainable materials. Stucco has been used as the primary material for exterior building surfaces in modern construction for this reason. The design and the material depicted reinforce the vision for the CenterPark master planned community, reflecting the relationship between the built environment and the natural landscape found in urban parks. Other enhanced or decorative materials that reinforce the overall community character for CenterPark are acceptable and may be allowed as part of development plan approval. Other acceptable sustainable materials for entry and community monuments include formed concrete, stone or tile cladding in a horizontal design pattern. Other accent materials include simulated or treated rusticated metal panels and durable extruded materials in accent colors. Signage lettering may be raised or back-lit.

3. Project logo with fabricated lettering mounted on a raised background panel.

4. A minimum of three (3) large multi-trunk specimen trees will be planted to frame each community monument. Specimen trees to be minimum 48-inch box size.

5. Evergreen shrubs and hardy perennial flowers to be used in a formal planting design as a foreground treatment. Planting at community monuments will provide a layering of ornamental shrubs and drought tolerant groundcover.

6. Accent lighting of landscape/monumentation will be low voltage LED lighting. Allowable lighting at community entries includes, but is not limited to, pathway lighting, up-lighting at walls and selected/focal trees and indirect or back-lighting of signage areas. Final landscape lighting design will be reviewed by the City as part of development plan approval.

The Community monumentation features are illustrated in **Exhibit 7-9, Landscape Framework Plan** and **Exhibit 7-20** and **7-21, Community Monumentation**.

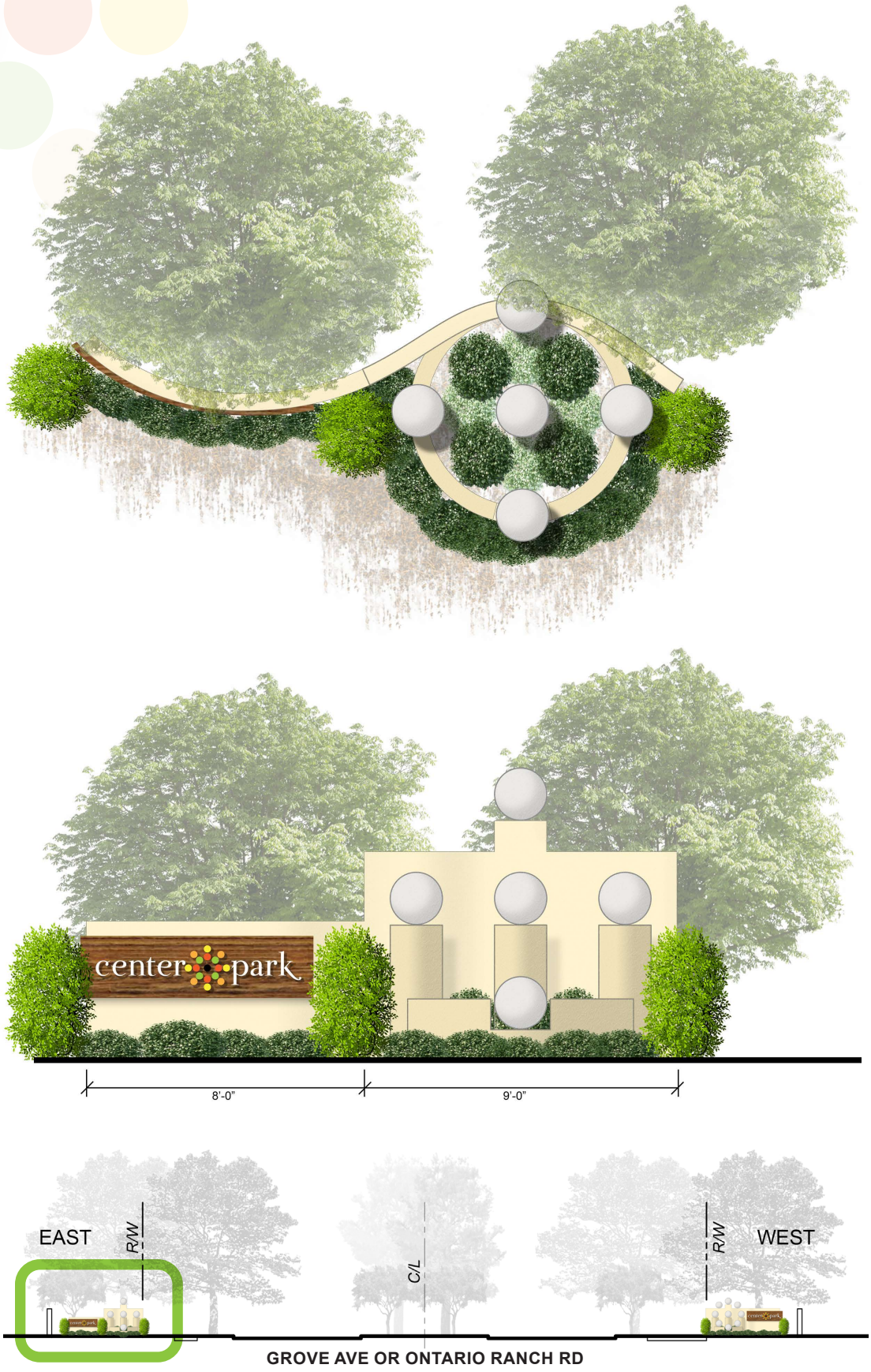


EXHIBIT 7-20 COMMUNITY MONUMENTATION (LEFT SIDE)

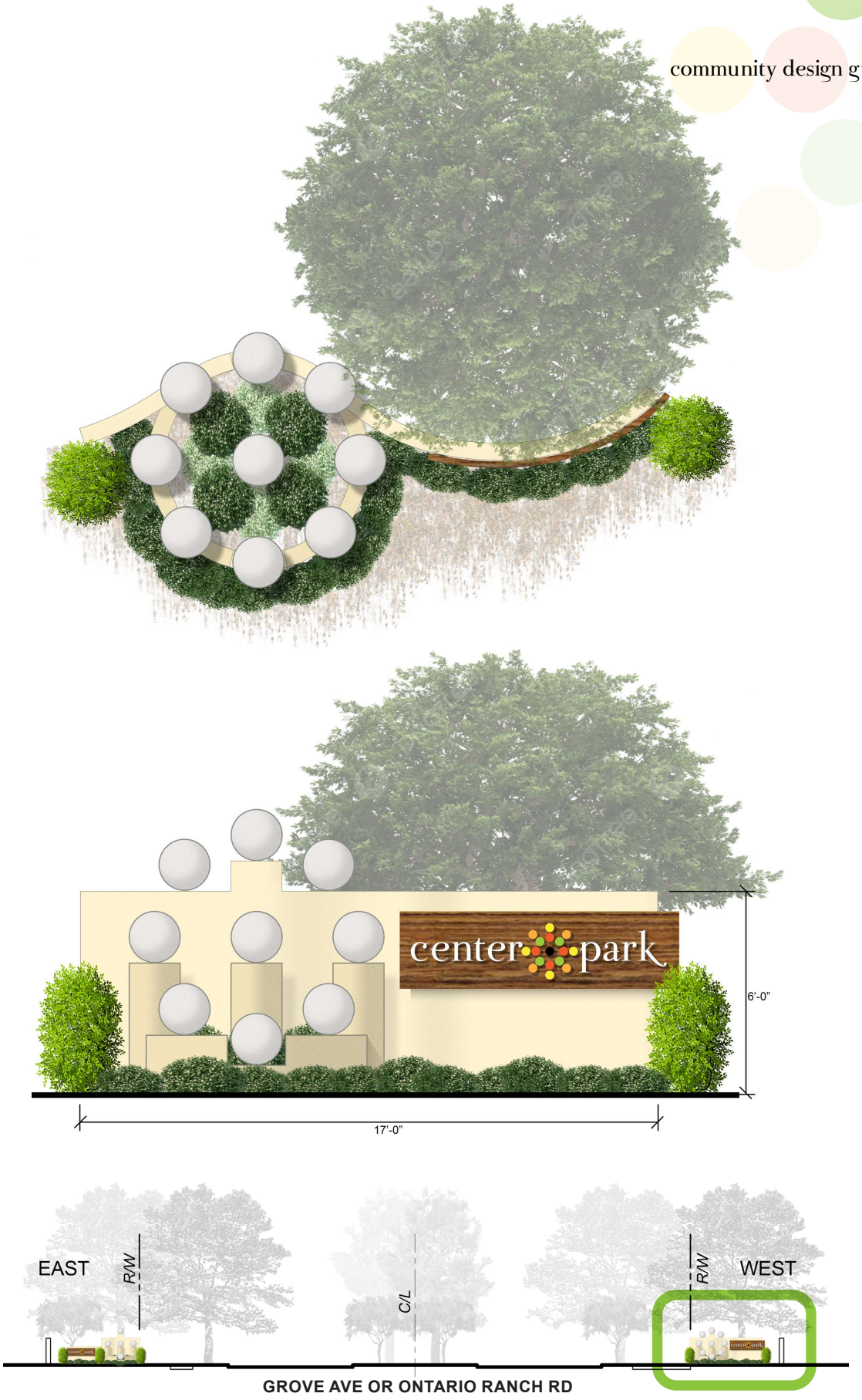


EXHIBIT 7-21 COMMUNITY MONUMENTATION (RIGHT SIDE)

7.13.2 Mixed-Use Intersection Monumentation and Signage

Community monuments are allowed within the neighborhood edge at the intersection of Ontario Ranch Road and Grove Avenue, at the "center" of the Mixed-Use portion of the Specific Plan area. These monuments/signage reinforce the overall character of the community of CenterPark and will reflect a transitional interpretation of the historical rural character of the area. The monuments create a harmonious, identifiable community character along these major intersecting framework streets.

The monument wall establishes a recognizable landscape/hardscape character, with single simple spheres creating a sculptural focal element that is visually interesting at the pedestrian and vehicular level. The monument wall provides space for project and tenant signage in accordance with the City of Ontario signage ordinance.

Thematic intersection monumentation and signage shall include the following:

1. A horizontally proportioned sign wall (4 to 5.5 ft. maximum height) with community identification, will be located within the landscape lot adjacent to the ROW at any of the four corners of the intersection of Ontario Ranch Road and Grove Avenue.
2. Primary material may include split-face or stucco. Other acceptable sustainable materials include formed concrete, stone or tile cladding in a horizontal design pattern.
3. Project logo with fabricated lettering mounted on a raised background panel.
4. Large multi- or single-trunk trees, minimum size is 36-inch box size, will be planted to anchor each monument/signage wall with background landscaping. A minimum of two trees will be planted to frame each monument.
5. Evergreen shrubs and hardy perennial flowers to be used as an accent and foreground treatment. Planting will provide a layering of ornamental shrubs and drought-tolerant groundcover. Seasonal perennial flowering may be planted to allow for seasonal flowering interest throughout the year.
6. Accent lighting will be low voltage LED lighting. Allowable lighting at community entries includes, but is not limited to, pathway lighting, up-lighting at walls and selected/focal trees and indirect or back-lighting of signage areas. Final landscape lighting design will be reviewed by the City as part of development plan approval.

Intersection monumentation and signage for the Mixed Used area of CenterPark is illustrated in **Exhibit 7-9, Landscape Framework Plan** and **Exhibit 7-22, Mixed-Use Intersection Monumentation and Signage**.

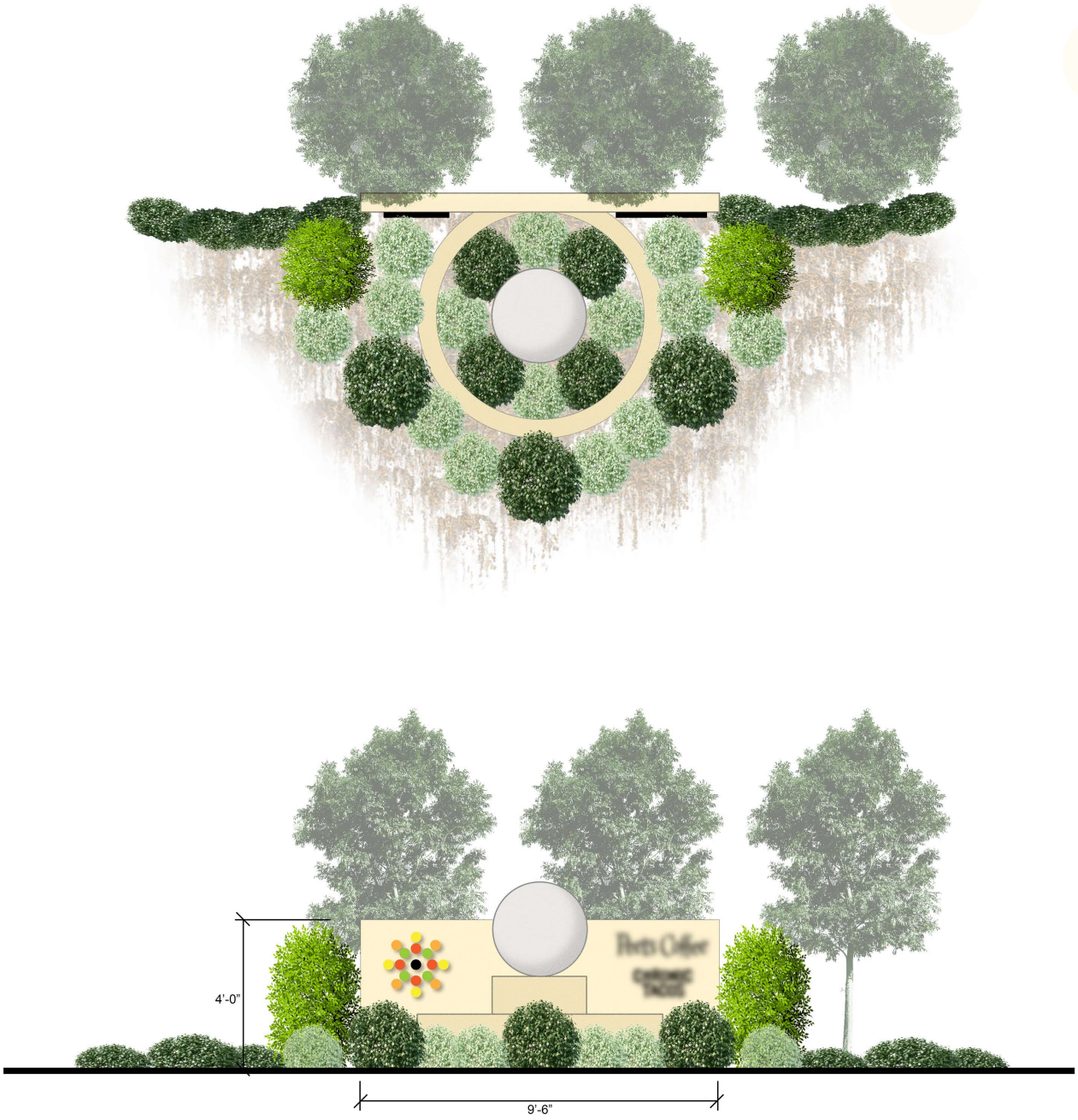


EXHIBIT 7-22 MIXED USE INTERSECTION MONUMENTATION AND SIGNAGE

Attached residential and multi-family developments within the residential neighborhoods may identify their individual project character with entry and directional signage that complements and reinforces the overall community character and utilizes the basic design features of the other monuments within CenterPark.

The design of neighborhood entry monumentation shall include the following:

1. Primary material may include split-face or stucco with treated or simulated wood accent material. Other acceptable sustainable material include formed concrete, stone or tile cladding in a horizontal design pattern.
2. Community identification with fabricated steel lettering.
3. Neighborhood monuments may be integrated/attached to the perimeter community wall. Refer to **Exhibit 7-26, Wall and Fence Details** for community wall and fence design details.
4. One or more medium sized evergreen specimen tree, minimum size is 36 ft. box size, will be planted to anchor each neighborhood entry.
5. Evergreen shrubs and hardy perennial flowers to be used as an accent and foreground treatment. Planting at neighborhood entry monuments will provide a layering of ornamental shrubs and drought-tolerant groundcover. Seasonal perennial flowering may be planted to allow for seasonal flowering interest throughout the year.
6. Accent lighting of landscape/monumentation will be low voltage LED lighting.

7.14.2 Neighborhood Parks

Residential neighborhoods within the CenterPark Specific Plan will provide a minimum of two acres of parks on-site. Park areas with a minimum size of one quarter acre and a minimum dimension of 30 ft. contribute toward this on-site requirement. Neighborhood parks may be located between residential neighborhoods as a shared recreational and gathering space.

Centrally located and visibly prominent, neighborhood parks, a minimum of one-half to three quarter acre in size, are encouraged within CenterPark. Neighborhood parks will be included as a focal design element within the residential neighborhoods within the Specific Plan area with major active and passive recreational amenities. More intimate scaled local parks with active or passive recreational amenities may be proposed to meet the park requirements. Neighborhood parks shall be designed according to the following Guidelines:

1. Neighborhood park facilities, including buildings, landscape/shade structures, hardscape improvements, water features, seating/benches, street furnishings, signage and lighting features, etc. should be designed to reinforce the community character of CenterPark.
2. Neighborhood parks should be designed to be visible from surrounding streets and common areas to provide a safe and defensible area for outdoor activities.
3. Landscaping should complement the surrounding streetscapes utilizing trees, shrubs and groundcovers identified in the plant matrix. Large specimen trees should be used within the open turf areas to help provide shade and to frame background views. Accent trees should also be used at pedestrian entries.
4. Neighborhood parks over one-half acre in size, should include large turf play areas suitable as informal play fields and large gathering areas. Warm season turf is recommended for open spaces where turf provides a playing surface.
5. Neighborhood parks should provide both active and passive amenities and facilities for the use and enjoyment of future residents and visitors.
6. A minimum of 50% of the barbecue and picnic facilities provided should be located adjacent to a walkway system for ADA accessibility.
7. Enhanced paving should be encouraged where pedestrian circulation crosses roadways in appropriate locations and as approved by the City of Ontario. Enhanced paving is not required within public right-of-ways. Enhanced crossing should be located at corner/intersection locations or at controlled locations.
8. Trash receptacles will be provided at seating areas. Doggie bag stations will be located at each neighborhood park over one-half acre in size.
9. Bike racks will be provided at tot lot facilities/play equipment and may also be provided at other suitable locations.

Exhibit 7-23 Conceptual Neighborhood Park shows an illustrative example of a neighborhood park within the CenterPark Specific Plan.

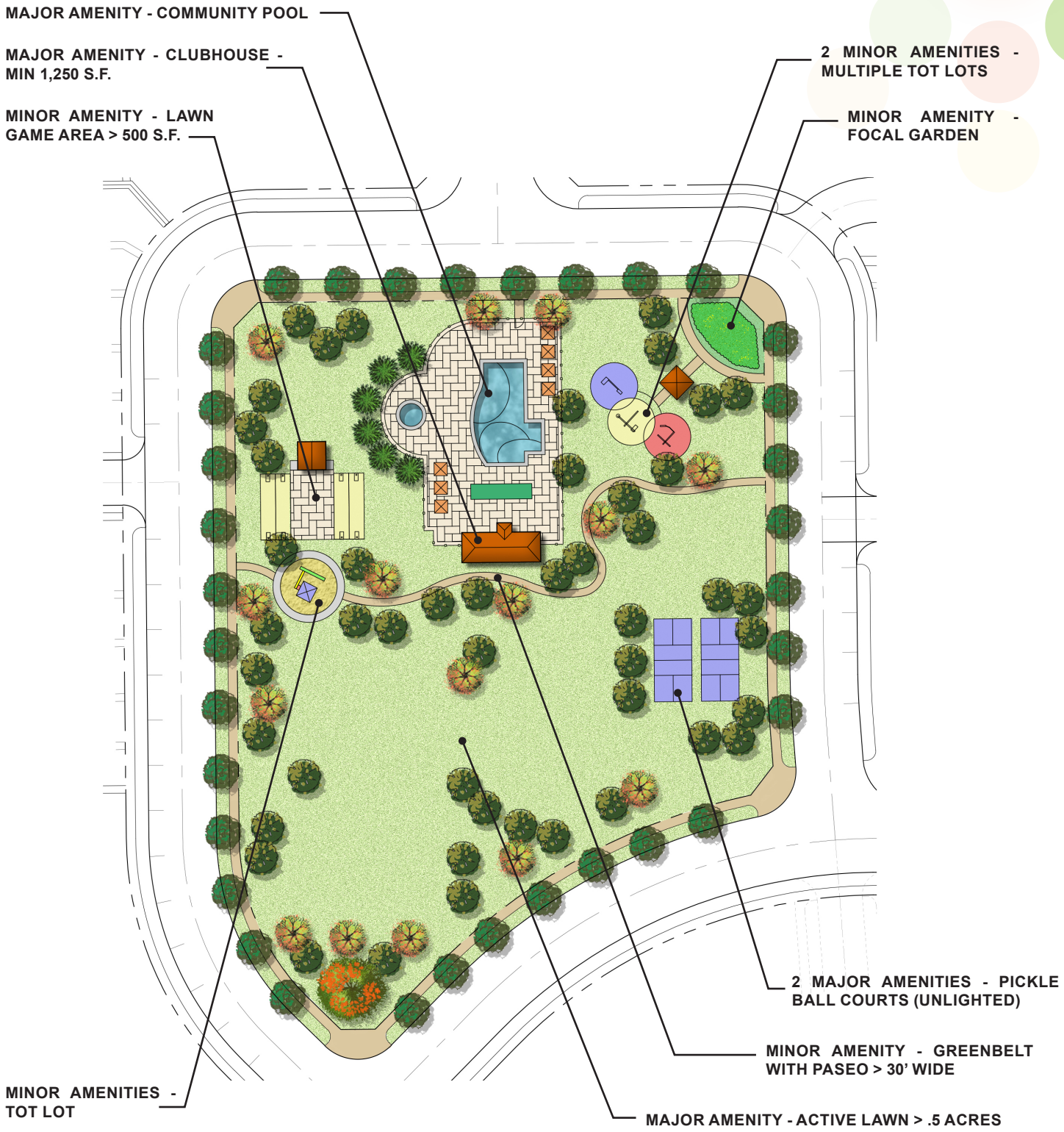


EXHIBIT 7-23 CONCEPTUAL NEIGHBORHOOD PARK

Neighborhood Park shown for typical blended neighborhoods of 351 to 400 DU

7.14.3 Local Parks

Local parks are encouraged within residential neighborhoods in CenterPark, while neighborhood pocket parks should be designed to enhance neighborhood vistas/visual terminus points and other visually prominent areas. Local parks are intended to provide additional amenities within a short walking distance of the surrounding homes and should be designed with strong neighborhood "eyes-on" approach.

Pocket parks shall be designed according to the following Guidelines:

1. Local parks should be designed to reinforce the community character of CenterPark.
2. Local parks should be designed to be visible from surrounding streets and common areas to provide a safe and defensible area for outdoor activities.
3. Landscaping should complement the surrounding streetscapes utilizing trees, shrubs and groundcovers identified in the plant matrix. Larger trees should be used within local parks to help provide shade and to screen gathering and activity areas. Accent trees should also be used at pedestrian entries.
4. Local parks may include small scale active and/or passive amenities for the use and enjoyment of future residents and visitors. Local parks may include smaller turf areas suitable for informal play and picnicking. Warm season turf is recommended for open spaces where turf provides a playing surface.
5. Shaded seating areas are encouraged. Trash receptacles will be provided at seating areas.
6. Paseos should provide strong connections between neighborhoods within CenterPark and should provide an extension of the public and private sidewalks. All paseo walkways will be ADA accessible.
7. Bike racks will be provided at tot lot facilities/play equipment.

Exhibit 7-24, Illustrative Local Park shows an example of a park within a residential neighborhood.

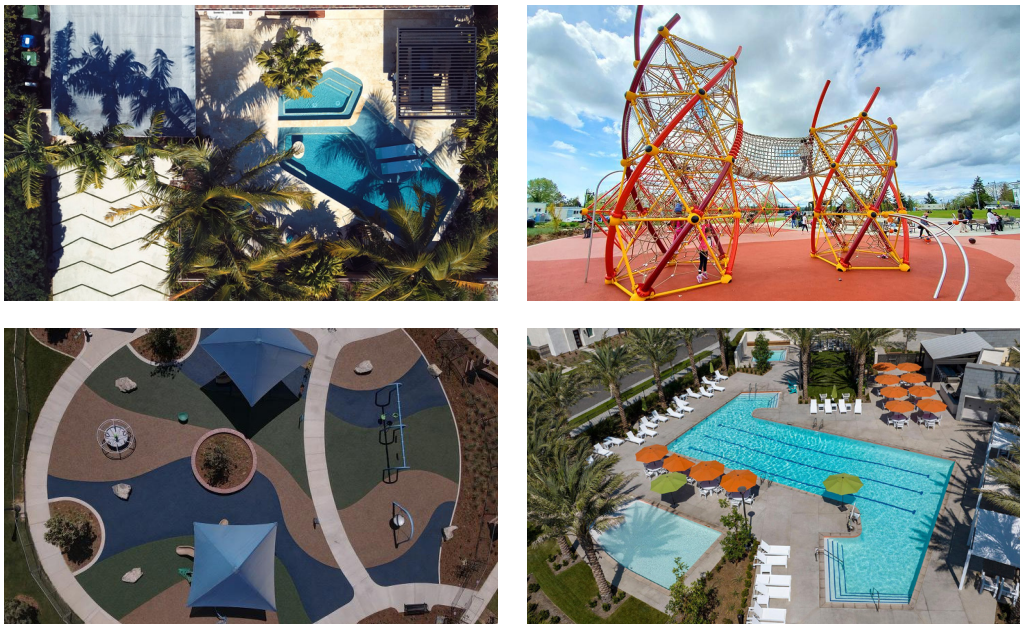


EXHIBIT 7-24 ILLUSTRATIVE LOCAL PARK

Local Park shown for typical 100 - neighborhood less than 200 DU

7.14.4 Landscape Design

The Mixed-Use area of the CenterPark Specific Plan will be developed both architecturally and through landscape treatments to create a distinct community character and to ensure a cohesive aesthetic with the residential areas of the Specific Plan. The land plan encourages integration of the residential and mixed-use areas by providing for a consistent landscape treatments along the frontage on Grove Avenue and Ontario Ranch Road, while also incorporating a major gateway monument.

7.14.4.1 Minimum Landscape Requirements

1. Builder/developer shall refer to City of Ontario standards for the percentage of gross commercial site acreage required to be landscaped.
2. All areas of the site not occupied by buildings, parking or otherwise utilized shall be landscaped with groundcover, turf or tree materials from the community plant list.
3. Appropriate street trees should be utilized adjacent to street frontage integrating the site into the overall community setting.
4. Side yard and rear service yard use areas should be screened with a combination of a 6 ft. wall and dense landscape buffer. Tubular steel fencing and gates should be used adjacent to interior residential streets to control access points.
5. Accent tree entry planting should be incorporated at the site's vehicular access points.
6. No shrubs higher than 3 ft. and no tree canopy lower than 7 ft. as to allow officers on patrol the ability to view the business.
7. Plants by low-lying windows may have thorns as a deterrent.

Parking Areas

- Where a parking lot contains 10 or more parking spaces and is visible from a street, no less than 10% of the total area (excluding any perimeter landscaping) shall be landscaped. Such landscaping shall not be concentrated in any one location. A minimum of 50% of the plant material shall be canopy or shade trees and shrubs shall be 3 ft. high or less to provide clear visibility.
- All rows of parking spaces shall be provided with landscape islands at each row terminus to protect parked vehicles, ensure visibility, confine moving traffic to drive aisles and driveways, and provide space for landscaping. Within each row of parking spaces, landscape islands shall be placed one for every 10 spaces a single row and one for every 5 spaces double row to prevent more than 10 vehicles from being parked side-by-side in an abutting configuration. These landscape islands shall measure a minimum of 5 ft. in width, exclusive of curbs. Creation of large planting islands (tree groves) are encouraged as opposed to small pockets of individual trees.
- Planter islands for a single row of parking spaces shall be landscaped with at least 1 tree for every 4 spaces and vegetative groundcover or turf. Planter islands for a double row of parking spaces shall contain not less than 2 trees and vegetative groundcover or turf.
- Landscaped areas shall be delineated with a concrete curb which may have curb cuts to facilitate sheet flow runoff from parking lots to infiltrate the landscape planters.
- Parking area landscaping is required for the screening of large parking areas to limit their visual impact.
- When parking is located adjacent to a public street or interior residential street, a combination of landscaped berms and/or planting totaling 3 ft. high is to be used to screen views of parked cars.
- Wherever possible, pedestrian traffic should be separated from vehicular traffic by additional sidewalks. The parking lot should have crosswalks highlighted with decorative or varied texture paving.

7.14.4.2 Landscape and Open Space Design

Landscaping

Landscaping helps to soften the feel of the buildings and parking lot, while enhancing the visual aspect of the site. The following landscaping techniques may be used:

- Provide special landscaping treatment at all project and building entries.
- Provide shade/canopy trees within parking areas.
- Use plants to define outdoor spaces such as along edges, outdoor plazas, or pathways between parking and building entrances.
- Plantings shall provide a continuity of form across the entire project.

Site Accessories

Site accessories, such as recycling bins, bike racks, litter cans, planters, benches and transit shelters, should use materials and have an architectural character consistent with the overall project. These accessories should be graffiti-resistant with materials that are easy to clean and paint.

Connecting Walkways

Walkways within commercial and/or office areas of the Specific Plan shall connect the various buildings to each other and to the sidewalks along adjacent arterials. Use of trellises, landscaping, seating areas and building placement adjacent to one another will encourage pedestrian activity within retail areas. A typical walkway shall be a minimum of 6ft. wide. In large parking lots, pedestrian walkways shall be provided within the median of at least 1 parking aisle for 8 aisles of 20 stalls or more.

Pedestrian walkways that may also be used for emergency access must allow minimum clearance of 26 ft. wide and 14 ft. vertical clearance. Off-site connections shall be provided from the neighborhood center to CenterPark's residential development.

Outdoor Storage Areas

Outdoor storage areas should be incorporated into the design of a project to avoid visual impacts on the site. Outdoor storage areas shall be located away from the street, behind or to the side of buildings. Walls and landscaping shall be used to screen stored materials. Materials placed in front of buildings are not permitted.

Transit Shelters

Transit shelters should be incorporated into the design of neighborhood center. The design of transit related structures shall be integrated architecturally with the project through its color, materials and architectural style. Walkways shall be provided for easy accessibility by pedestrians moving to and from transit stops to the neighborhood center.

Fence and Wall Design

Except for security fencing adjacent to the SCE easements, chain-link fencing, barbed wire, corrugated metal fencing and tennis windscreens are not permitted. Fences and walls should be built with attractive, durable materials, including (but not limited to) wrought iron, textured concrete block, or formed concrete with reveals. Fences or walls should be consistent with architectural style, materials and designs used throughout the CenterPark Specific Plan.

Perimeter walls and fences constructed for commercial and office developments adjacent to residential areas within the Mixed-Used District shall not exceed a maximum height of 6 ft. unless required for noise attenuation or visual screening and approved by the Planning Director.

Walls over 6 ft. tall shall be of enhanced material/finish such as textured block/block patterns, textured or sculpted concrete walls or of similar enhancement.

Along streets of the CenterPark Specific Plan, walls and fences should not exceed 36 inches in height and avoid long expanses of uninterrupted fences and walls. The use of openings, planter boxes, material changes, pilasters or posts are acceptable. Openings shall be provided to connect walkways directly to the street avoiding long, inconvenient walking paths. These pedestrian portals should be announced by pilasters, trellis, special landscaping, or other features.

Lighting

On-site lighting standards shall provide adequate illumination throughout the site during the nighttime hours. Lighting fixtures shall be designed to be compatible with the architectural styles selected for the project. All light standards should have an attractive base and top.

Along pedestrian walks, lighting fixtures should not exceed 12 ft. in height and may include lighting within bollards. Pedestrian lighting shall provide appropriate illumination at a human scale without too much glare. Lighting structures within larger parking lots shall not exceed 25 ft. in height, providing enough visibility for customers and employees to walk safely to their vehicles. The same bulb type shall be used for all parking lot and pedestrian lighting fixtures within the development. Service area lighting should be positioned, so no bulbs can be seen from public view. All street lights within the public right-of-way shall be constructed per City standards and to the satisfaction of the City Engineer.

7.15 COMMUNITY WALLS AND FENCING

7.15.1 Community Walls

Community walls within CenterPark create a cohesive element of the overall landscape character for the Specific Plan area. Community walls shall be consistent with these Design Guidelines and the requirements of the City of Ontario. Community walls shall be a maximum of 6 ft. in height, unless required to be higher for sound attenuation or grading. Maximum exposed retaining walls supporting community walls and/or sound walls shall not exceed 9 ft. in height.

Community walls shall be built with attractive and durable materials. They shall be decorative in nature and incorporate decorative caps and the use of pilasters to help enhance the character of the community. Decorative accent pilasters will be spaced an average of 250 ft. apart along Ontario Ranch Road and Grove Avenue, and every 150 ft. apart along "A" and "B" Streets. Community walls will be incorporated into the landscape treatment. Community walls and fences within CenterPark are illustrated in **Exhibit 7-25, Community Wall and Fence Plan**. Community walls and fences within CenterPark shall conform to the design details in **Exhibit 7-26, Wall and Fence Details**.

7.15.2 Solid Walls and Fencing

All perimeter walls, corner walls, or other wall locations that are visible from public view will be constructed of decorative split-face with pilasters at the entries and wall transitions. The wall color should complement the community detail and other landscape treatments within CenterPark. Interior walls and fencing will harmonize with the perimeter community walls color schemes and will reinforce the architectural character utilized by the builder in each neighborhood. Perimeter walls shall be at a maximum of 6 ft. in height, unless required to be higher for sound attenuation or grading. Maximum exposed retaining walls supporting perimeter walls and/or sound walls shall not exceed 9 ft. in height. Solid walls and fencing shall conform to the design details in **Exhibit 7-26**.

Secondary walls and walls that are not visible from public view shall be of colored precision block. Secondary wall colors should complement the color of the community walls in the public view. Neighborhood block walls at property lines and side yard return walls/fences shall be 6 ft. in height. Where conditions require a retaining wall supporting a secondary wall, the exposed side of the wall shall not exceed 9 ft. in height. Fences may be used as an alternative to secondary walls along interior private side and rear yards and on lateral fencing conditions between the side property line and the building wall. Fences shall be of manufactured white vinyl materials. Other materials are subject to the approval of the City of Ontario.

7.15.3 Open View Fencing

If applicable, open fences may be located in the rear yards of those properties abutting open space areas, parks and other attractive views or vistas. Open view fences shall be designed to be a cohesive landscape design element. View fencing shall be of tubular steel and shall conform to the design details in **Exhibit 7-26**. Areas where open fencing occurs will be subject to approval by the City of Ontario.

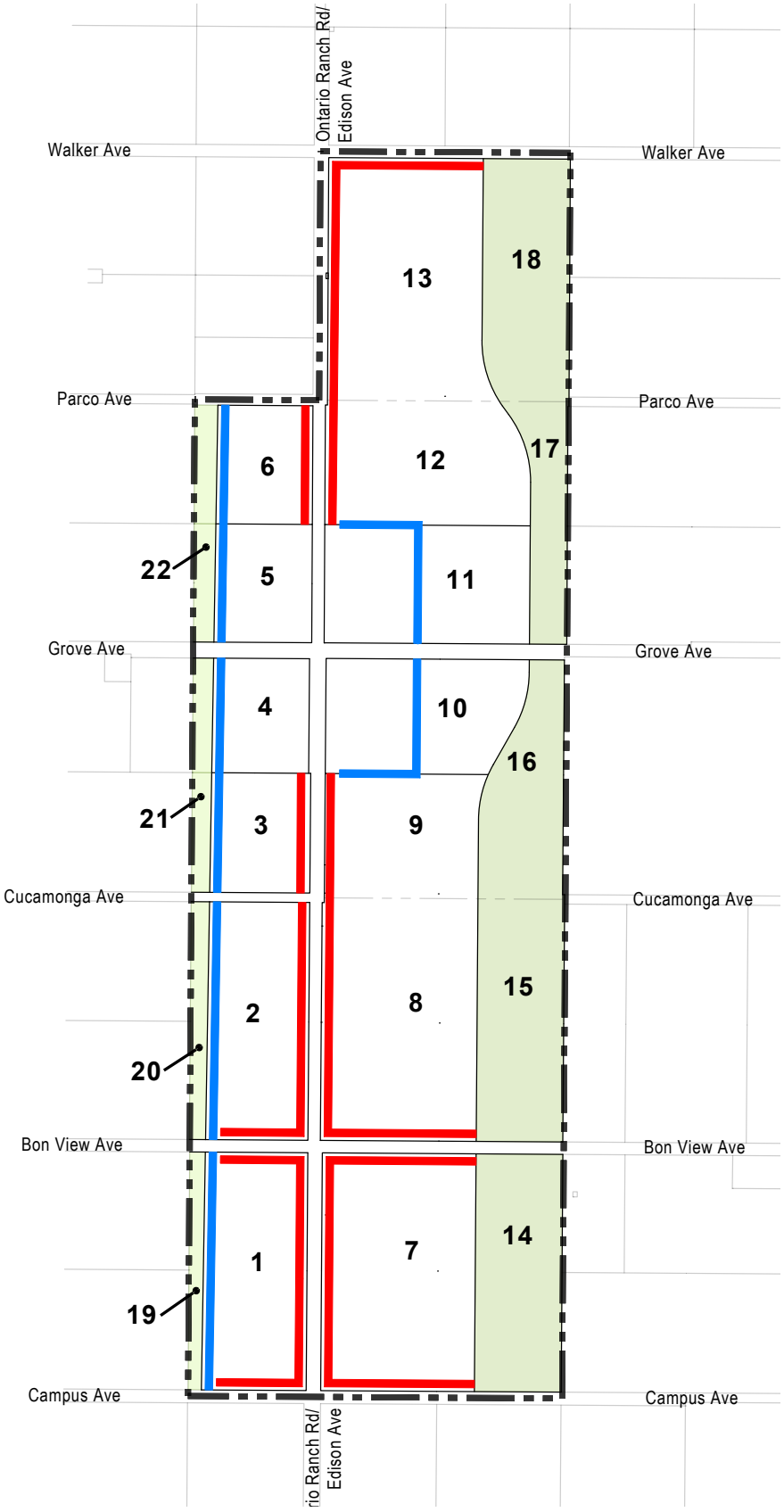
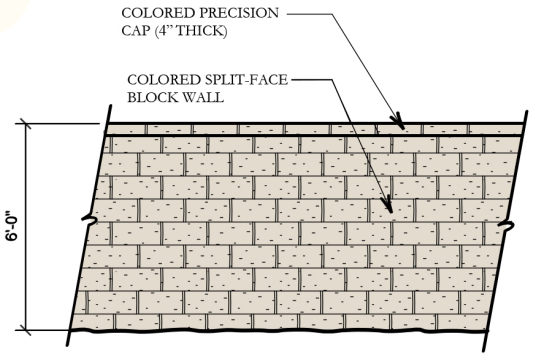
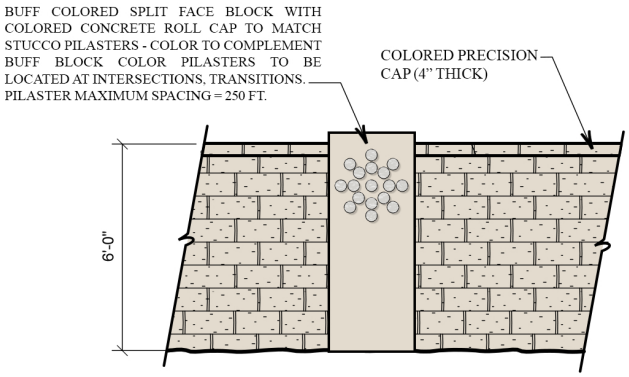


EXHIBIT 7-25 COMMUNITY WALL AND FENCE PLAN



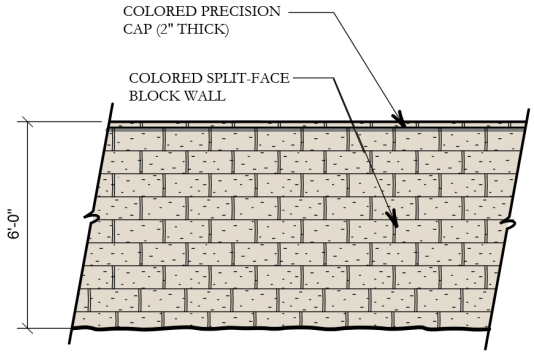
A COMMUNITY THEME WALL

COMMUNITY THEME COLORED SPLIT-FACE BLOCK WALL ALONG PROJECT PERMETER



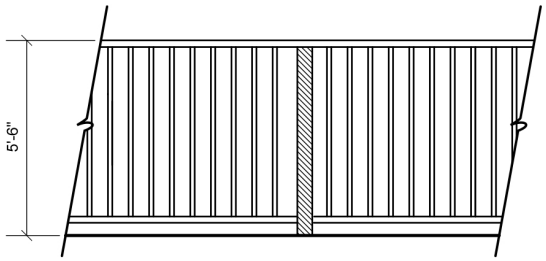
B COMMUNITY THEME WALL AND PILASTER

COMMUNITY THEME WALL WITH STONE VENEERED PILASTER ALONG PROJECT PERIMETER



C NEIGHBORHOOD BLOCK WALL

NEIGHBORHOOD BLOCK WALL IS TYPICALLY USED WHERE PRIVACY IS DESIRED AT SIDE YARD RETURNS AND PROPERTY LINE LOCATIONS. OVERALL WALL HEIGHT SHALL BE 6'-0" FEET.



D TUBULAR STEEL VIEW FENCING

OPEN TUBULAR STEEL FENCING IS TYPICALLY UTILIZED ON MULTI-FAMILY/HIGH DENSITY PROJECTS AROUND THE PERIMETER AND IN REAR YARDS WHERE VIEW PRESERVATION IS DESIRABLE.

EXHIBIT 7-26 WALL AND FENCE DETAILS

NOTE: Walls may exceed six ft. in height and pilasters may exceed six ft. six in. in height only for noise attenuation purposes subject to an Acoustical Study and Planning Department approval.

7.16 OUTDOOR LIGHTING

Lighting standards within CenterPark shall be consistent in style, color and materials to be a cohesive landscape design element. A hierarchy of scale shall be established by using a variety of lighting fixtures and illumination levels based off of lighting design intent. Lighting styles shall tie into architectural styles and provide sufficient illumination for safety within the community.

Preservation of "Night-Sky" should be considered in lighting design layout and fixture selection. The use of "cut-off" or louvered lamps, to preserve ambiance of "Night-Sky", is highly encouraged. Light fixture locations should be designed so that light sources are not visible to pedestrian or vehicular traffic. Frosted, louvered or prismatic lens should be considered where decorative lighting fixtures are visible and part of the aesthetic lighting program.

7.17 COMMUNITY PLANT PALETTE

7.17.1 Plant Matrix

Plant material within CenterPark should be selected from the following list of trees, shrubs, groundcovers, and vines that support the overall landscape theme for the community. Refer to the following selection of plant material, **Tables 7-1A, 7-1B** and **7-1C, Plant Matrix**.

A landscape hierarchy of scale is an important design attribute of the trees included on the Plant Matrix. The trees listed on the matrix have been defined relative to their height and width at maturity and their appropriate use within buffers, common areas and/or parks. This is identified in the comment column of **Tables 7-1A, 7-1B** and **7-1C**. Palm trees with a growth habit and scale that are appropriate for the intended lands use are also identified in the matrix.

Plants that are not on the Community Plant Matrix, but suitable for the area and harmonious with the overall community character for CenterPark, may be allowed subject to approval of the City of Ontario.

7.17.2 Prohibited Plant Material

A list of plant material that is not suitable within CenterPark is included after the Plant Matrix. Plant material on this list include invasive plant material and plants which are not permitted in high fire areas or fuel modification zones. Refer to **Table 7-2, Prohibited Plant List**.

BOTANICAL NAME	COMMON NAME	ONTARIO RANCH ROAD AVENUE (PER TOP STREETSCAPE MASTER PLAN)	GROVE AVENUE (PER TOP STREETSCAPE MASTER PLAN)	CAMPUS AVENUE (PER TOP STREETSCAPE MASTER PLAN)	WALKER AVENUE (PER TOP STREETSCAPE MASTER PLAN)	BON VIEW AVENUE	PARCO AVENUE / COMET AVENUE	CUCAMONGA AVENUE	GRAND PARK AVENUE	PUBLIC/LOCAL NEIGHBORHOOD STREETS	COMMUNITY ENTRIES AND MONUMENTATION	MIXED USE MONUMENTATION	GRAND PARK MONUMENTATION	NEIGHBORHOOD PARKS	LOCAL PARKS
TREES															
Ceiba speciosa	Silk Floss Tree								•				•	•	
Celtis sinensis	Chinese Hackberry			•										•	•
Cercis occidentalis	Western Redbud		•						•		•	•	•	•	•
Chitalpa tashkentensis 'Pink Dawn'	Pink Dawn Chitalpa									•	•	•	•	•	•
Fraxinus oxycarpa 'Raywood'	Raywood Ash										•			•	•
Gingko biloba (Male only)	Maidenhair Tree								•				•	•	
Handroanthus impetiginosus	Pink Trumpet Tree								•				•	•	•
Jacaranda mimosifolia	Jacaranda													•	
Juglans californica	California Black Walnut												•	•	•
Koelreuteria bipinnata	Chinese Flame Tree				•									•	•
Koelreuteria paniculata	Goldenrain Tree											•		•	•
Lagerstroemia indica 'Natchez'	White Crape Myrtle	•													
Lagerstroemia x 'Muskogee'	Muskogee Crape Myrtle									•					
Pinus eldarica	Afghan Pine	•	•						•				•	•	•
Pistacia chinensis	Chinese Pistache					•								•	•
Platanus acerifolia 'Bloodgood'	London Plane Tree		•						•					•	•
Platanus racemosa	California Sycamore													•	•
Podocarpus spp.		•												•	•
Quercus agrifolia	Coast Live Oak					•					•	•	•	•	•
Schinus molle	California Pepper Tree										•				
Tabebuia chrysotricha	Golden Trumpet Tree			•										•	•
Tristaniopsis laurina	Water Gum				•		•	•						•	•
Ulmus parvifolia 'Drake'	Drake Elm			•										•	•
PALMS															
Archontophoenix cunninghamiana	King Palm										•			•	•
Brahea armata	Mexican Blue Palm										•			•	•
Brahea brandegeei	San Jose Hesper Palm										•			•	•
Brahea edulis	Guadalupe Palm										•			•	•
Cycas revoluta	Sago Palm										•			•	•
Dypsis decaryi	Triangle Palm										•			•	•
Howea forsteriana	Kentia Palm										•			•	•
Jubaea chilensis	Chilean Wine Palm										•			•	•
Phoenix reclinata	Senegal Date Palm										•			•	•
Phoenix roebelenii	Pygmy Date Palm										•			•	•
Rhapis excelsa	Bamboo Palm										•			•	•
Rhopalostylis baueri	Norfolk Island palm										•			•	•
Syagrus romanzoffiana	Queen Palm										•			•	•
Trachycarpus fortunei	Windmill Palm										•			•	•
Washingtonia filifera	California Fan Palm										•			•	•
Wodyetia bifurcata	Foxtail Palm										•			•	•

TABLE 7-1A PLANT MATRIX - TREES

BOTANICAL NAME	COMMON NAME	ONTARIO RANCH ROAD AVENUE (PER TOP STREETSCAPE MASTER PLAN)	GROVE AVENUE (PER TOP STREETSCAPE MASTER PLAN)	CAMPUS AVENUE (PER TOP STREETSCAPE MASTER PLAN)	WALKER AVENUE (PER TOP STREETSCAPE MASTER PLAN)	BON VIEW AVENUE	PARCO AVENUE / COMET AVENUE	CUCAMONGA AVENUE	GRAND PARK AVENUE	PUBLIC/LOCAL NEIGHBORHOOD STREETS	COMMUNITY ENTRIES AND MONUMENTATION	MIXED USE MONUMENTATION	GRAND PARK MONUMENTATION	NEIGHBORHOOD PARKS	LOCAL PARKS
SHRUBS															
Anigozanthus spp. and hybrids	Kangaroo Paw										•	•	•	•	•
Baccharis 'Centennial'	Coyote Bush													•	•
Buxus spp.	Boxwood										•	•	•	•	•
Buxus microphylla	Japanese Boxwood										•	•	•	•	•
Carissa spp.	Natal Plum										•	•	•	•	•
Ceanothus spp.	California Wild Lilac										•	•	•	•	•
Convolvulus cneorum	Bush Morning Glory										•	•	•		
Coprosma repens	Mirror Plant										•	•	•	•	•
Cotoneaster lacteus	Cotoneaster			•											
Dodonaea viscosa 'Purpurea'	Purple Hopseed Bush													•	•
Elaeagnus pungens	Silverberry				•										
Hemerocallis hybrids	Daylily										•	•	•		
Ilex aquifolium	English Holly													•	•
Ilex cornuta 'Burfordii'	Burford Holly													•	•
Ilex vomitoria	Yaupon													•	•
Ilex vomitoria 'Nana'	Dwarf Yaupon													•	•
Kniphopia hybrids	Red-Hot Poker										•	•	•		
Laurus nobilis	Sweet Bay													•	•
Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye Grass													•	•
Muhlenbergia capillaris 'Regal Mist'	Pink Muhly		•								•	•	•	•	•
Muhlenbergia rigens	Deer Grass										•	•	•	•	•
Myrtus communis	Myrtle													•	•
Myrtus communis 'Compacta'	Dwarf Myrtle								•					•	•
Nandina domestica	Heavenly Bamboo													•	•
Nandina domestica 'Compacta'											•	•	•	•	•
Photinia x fraseri	Photinia										•	•	•	•	•
Pittosporum tenuifolium 'Silver Sheen'	Silver Sheen Kohuhu													•	•
Pittosporum tobira 'Variegata'														•	•
Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Pittosporum						•	•	•	•	•	•	•	•	•
Podocarpus spp.											•	•	•	•	•
Prunus caroliniana	Carolina Laurel Cherry		•											•	•
Prunus caroliniana 'Bright & Tight'														•	•
Prunus caroliniana 'Compacta'														•	•
Prunus ilicifolia	Hollyleaf Cherry													•	•
Rhamnus californica	Coffeeberry													•	•
Rhamnus 'Eve Case'	Coffeeberry													•	•
Rhaphiolepis 'Majestic Beauty'	Indian Hawthorne					•					•	•	•	•	•
Rhus integrifolia	Lemonade Berry													•	•
Rhus ovata	Sugar Bush													•	•
Rosa 'Pink Iceberg'	Pink Iceberg Rose	•													
Rosmarinus officinalis and hybrids	Rosemary													•	•
Rosmarinus 'Tuscan Blue'							•	•	•	•	•	•	•	•	•
Salvia spp.	Sage										•	•	•	•	•
Viburnum tinus 'Spring Bouquet'	Spring Boquet Laurustinus	•													
Westringia fruticosa	Coast Rosemary										•	•	•	•	•
Westringia 'Wynabbie Gem'	Hybrid Australian Rosemary										•	•	•	•	•
Xylosma congestum 'Compacta'	Compact Xylosma													•	•

TABLE 7-1B PLANT MATRIX - SHRUBS

BOTANICAL NAME	COMMON NAME	ONTARIO RANCH ROAD AVENUE (PER TOP STREETSCAPE MASTER PLAN)	GROVE AVENUE (PER TOP STREETSCAPE MASTER PLAN)	CAMPUS AVENUE (PER TOP STREETSCAPE MASTER PLAN)	WALKER AVENUE (PER TOP STREETSCAPE MASTER PLAN)	BON VIEW AVENUE	PARCO AVENUE / COMET AVENUE	CUCAMONGA AVENUE	GRAND PARK AVENUE	PUBLIC/LOCAL NEIGHBORHOOD STREETS	COMMUNITY ENTRIES AND MONUMENTATION	MIXED USE MONUMENTATION	GRAND PARK MONUMENTATION	NEIGHBORHOOD PARKS	LOCAL PARKS
GROUNDCOVERS															
Achillea spp.	Yarrow								•		•	•	•	•	•
Agrostis pallens	San Diego Bent Grass													•	•
Anigozanthos spp. and hybrids	Kangaroo Paws										•	•	•	•	•
Armeria maritime	Pink Thrift										•	•	•	•	•
Baccharis pilularis 'Twin Peaks'	Dwarf Coyote Brush					•					•	•	•	•	•
Bulbine frutescens	Bulbine													•	•
Carex pansa	California Meadow Sedge													•	•
Ceanothus griseus"horizontalis"	Carmel Ceanothus								•	•	•	•	•	•	•
Festuca mairei	Atlas Fescue													•	•
Fragaria chiloensis	Beach Strawberry													•	•
Gaura lindheimeri 'Siskiyou Pink'											•	•	•	•	•
Gazania hybrid 'Mitsuwa'	Mitsuwa Clumping Gazania													•	•
Lonicera japonica	Japanese Honeysuckle			•											
Nandina domestica 'Nana'									•		•	•	•	•	•
Rosmarinus officinalis 'Ken Taylor'														•	•
Rosmarinus officinalis 'Prostratus'	Dwarf Rosemary										•	•	•	•	•
Salvia spp.	Sage						•	•	•	•	•	•	•	•	•
Sesleria autumnalis	Autumn Moor Grass				•						•	•	•	•	•
Thymus spp.	Creeping Thyme						•	•	•	•	•	•	•	•	•
Trachelospermum jasminoides	Star Jasmine													•	•
VINES/ESPALIER															
Hardenbergia violacea	Lilac Vine													•	•
Lonicera spp.	Honeysuckle													•	•
Rosa spp.	Climbing Rose													•	•
Trachelospermum jasminoides	Star Jasmine													•	•

TABLE 7-1C PLANT MATRIX - GROUNDCOVERS AND VINES/ESPALIER

BOTANICAL NAME	COMMON NAME
PROHIBITED PLANT LIST	
Ailanthus altissima	Tree-of-Heaven
Arundo donax	Giant Reed
Elaeagnus angustifolia	Russian Olive
Carpobrotus edulis	Iceplant
Cortaderia jubata	Purple Pampas Grass
Cortaderia selloana	Pampas Grass
Hedera helix	English Ivy
Nerium spp.	Oleander
Romulea rosea	Onion Grass
Sesbania punicea	Red sesbania
Vinca major	Big Periwinkle
Washingtonia robusta	Mexican Fan Palm

TABLE 7-2 PROHIBITED PLANT LIST

SECTION 8: IMPLEMENTATION

The City of Ontario will adopt the CenterPark Specific Plan by ordinance. Following approval by the City, the CenterPark Specific Plan will serve as the implementation tool for the General Plan as well as the zoning for the Specific Plan area. Concurrently with the adoption of the Specific Plan, the City of Ontario will approve tentative tract maps establishing legal residential lots within the CenterPark Specific Plan area.

8.1 METHODS AND INTERPRETATION

Development within the CenterPark Specific Plan shall be implemented through the City approval of tentative and final tract maps and through the Development Plan Review process as established in the City of Ontario Development Code. The implementation process described herein provides the mechanisms for review and approval of development projects within CenterPark.

8.2 APPLICABILITY

All development proposals within the CenterPark Specific Plan shall be subject to the implementation procedures established herein. Whenever the provisions and development standards contained herein conflict with those contained in the City of Ontario Development Code, the provisions of the Specific Plan shall take precedence. In instances where the Specific Plan is silent, the City of Ontario Development Code shall prevail.

8.3 INTERPRETATION

Unless otherwise provided, any ambiguity concerning the content or application of the CenterPark Specific Plan shall be resolved by the City of Ontario Planning Director, or designee, in a manner consistent with the goals, policies, purpose and intent established in this Specific Plan.

8.4 SEVERABILITY

If any portion of these regulations is declared to be invalid or ineffective in whole or in part, such decision shall not affect the validity of the remaining portions thereof. The legislative body hereby declares that they would have enacted these regulations and each portion thereof irrespective of the fact that any one or more portions be declared invalid or ineffective.

8.5 IMPLEMENTATION OF DESIGN GUIDELINES

Adoption of the CenterPark Specific Plan by the City includes adoption of the Design Guidelines contained herein, which shall be the design criteria by which development within the Specific Plan shall be reviewed during Development Plan Review. The Design Guidelines are intended to be flexible in nature while establishing basic evaluation criteria for development projects as part of Development Plan Review. Any major deviation from the Design Guidelines shall require approval by the Planning Commission. The determination of a major deviation from the Design Guidelines shall be made by the Planning Director.

8.6 DEVELOPMENT REVIEW PROCESS

8.6.1 Subdivision Maps

Approval of tentative subdivision maps may occur concurrently with the adoption of the CenterPark Specific Plan. All tentative and final subdivision maps shall be reviewed and approved pursuant to applicable provisions of the City of Ontario Subdivision Ordinance and consistent with the applicable provisions of the Land Use Plan, Infrastructure, Design Guidelines, and Development Regulations adopted as part of the Specific Plan.

8.6.2 Development Plan

All development projects within CenterPark shall be subject to the Development Plan Review process as established in the City's Development Code. Pursuant to these provisions, Development Plan Review constitutes a design review of project architecture, site plans and landscape plans. Adoption of the CenterPark Specific Plan by the City includes adoption of the Design Guidelines contained within the Specific Plan, which provide direction for the design of development projects within CenterPark. Where the Specific Plan development regulations and Design Guidelines are silent, the applicable development regulations and Design Guidelines contained within the City's Development Code shall apply. The Design Guidelines are intended to be flexible in nature while establishing basic evaluation criteria for the review of development projects by the City. All development project applications shall include a landscape and irrigation plan describing plant materials and their growth habits, plant size and spacing, methods of irrigation and landscaping maintenance, as well as site plans, architectural elevations, floor plans, grading plans and other requirements as specified by the City.

8.6.3 Development Agreement

Approval of a statutory development agreement, authorized pursuant to California Government Code Sections 65864 et seq., City approval of individual statutory Development Agreements with each property owner may be included as part of the Specific Plan approval process and must be secured prior to approval of the first Final Map. The development agreement shall include, but not be limited to, methods for financing, acquisition, and construction of infrastructure, acquisition and development of adequate levels of parkland and schools and the provision of adequate housing opportunities for various segments of the community consistent with the regional housing needs identified for the City. All CenterPark development agreements shall be fully executed prior to the issuance of the first building permits for the project.

8.7 TRANSFER OF RESIDENTIAL UNITS

The CenterPark Specific Plan allocates a maximum number of dwelling units to each residential Planning Area as indicated in the **Table 1-1, Land Use Plan Summary** of the Specific Plan. Variations in the number and type of dwelling units may occur at the time of the tentative tract map approval of a Planning Area and subject to approval by the City and agreement by the affected property owners/developers, depending upon the residential product identified for development. Allocation of residential dwelling units within the Planning Areas of the Specific Plan is permitted, provided the variation does not increase the total number of residential dwelling units established for each Planning Area by more than 15% and that the maximum residential dwelling unit count established in the CenterPark Specific Plan is not exceeded.

The total number of residential dwelling units developed within each Planning Area may be exceeded by up to 15% of the maximum number of dwelling units established for the Planning Area pursuant to the provisions of Section 8.7 of the CenterPark Specific Plan, "Transfer of Residential Dwelling Units," provided the total number of dwelling units developed within the Specific Plan area does not exceed 4,293.

8.8 SPECIFIC PLAN MODIFICATIONS AND AMENDMENTS

8.8.1 Minor Modifications

The following constitute minor modifications to the Specific Plan, not requiring a Specific Plan Amendment and are subject to review and approval by the Planning Director. The Planning Director shall have the discretion to refer any such request for modification to the Planning Commission or the City Council.

- Change in utility and/or public service provider.
- Collector roadway alignment when the change results in a centerline shift of less than 250 ft..
- An increase of up to 15% in the number of units established for an individual Planning Area subject to approval of the Planning Director and agreement of the property owner, provided the total number of units for the entire Specific Plan area does not exceed that number established in the Specific Plan.
- Adjustment of a Planning Area boundary or acreage designated for a Planning Area, provided the total acreage of the affected Planning Area does not increase by more than 15%.
- Minor changes to landscape materials, wall materials, wall alignment, entry design and streetscape design which are consistent with the conceptual design set forth in the Design Guidelines contained within the Specific Plan.
- Minor changes to the Design Guidelines, which are intended to be conceptual in nature, and are intended to be flexible in implementation including architectural style and detail changes, subject to the approval of the Planning Director.
- Minor changes of up to 10% of any quantifiable development standard or design guideline, subject to approval of the Planning Director.
- Other modifications of a similar nature to those listed above are deemed minor by the Planning Director and are in conformance with the Policy Plan.

8.8.2 Specific Plan Amendments

Amendments to the CenterPark Specific Plan may be requested by the applicant or the City pursuant to Section 65453(a) of the Government Code. Amendments shall be processed pursuant to the provisions of the Government Code for Specific Plan Amendments. In the event the proposed amendment requires supplemental environmental analysis pursuant to the California Environmental Quality Act (CEQA), the applicant(s) are responsible for preparing the necessary CEQA documentation.

8.9 VARIANCES

Variances and Administrative Exceptions to the development regulations contained in the CenterPark Specific Plan with respect to landscaping, screening, site area, site dimensions, yards and projects into yards, heights of structures, distances between buildings, open space and off-street parking and loading shall be reviewed pursuant of the City of Ontario Development Code.

8.10 CONDITIONAL USE PERMITS

Uses specified as Conditionally Permitted Uses within *Section 6, Development Regulations*, of the Specific Plan shall be reviewed and approved by the City pursuant to the requirements of *Article 9, Conditional Use Permits*.

8.11 COMPLIANCE WITH MITIGATION MONITORING PLAN

Certification of an Environmental Impact Report (EIR) shall be required prior to approval of the CenterPark Specific Plan. Development within the project site shall comply with all approved mitigation measures as described in the Mitigation Monitoring Program included as part of the EIR.

8.12 PROJECT PHASING

Phasing of development within the CenterPark Specific Plan shall meet the following objectives (See **Exhibit 8-1, Phasing Plan**) :

- Orderly build-out of the community based upon market and economic conditions.
- Provision of adequate infrastructure and public facilities as determined and deemed necessary by the City Engineer concurrent with development of each phase.
- Protection of public health, safety and welfare.

8.12.1 Mixed-Use Development

The phasing of commercial development areas shall be determined through the approval of tentative and final tract maps and development permits for Planning Area 1. Appropriate levels of infrastructure and community facilities shall be subject to the review and approval of the City Engineer and shall be installed and available to serve the commercial development as it occurs.

8.12.2 Residential Development

The phasing of residential development areas shall be determined through the approval of tentative and final tract maps and development permits for each Planning Area as developed. Appropriate levels of infrastructure and community facilities shall be subject to the review and approval of the City Engineer and shall be installed and available to serve each subsequent phase of residential development as it occurs.

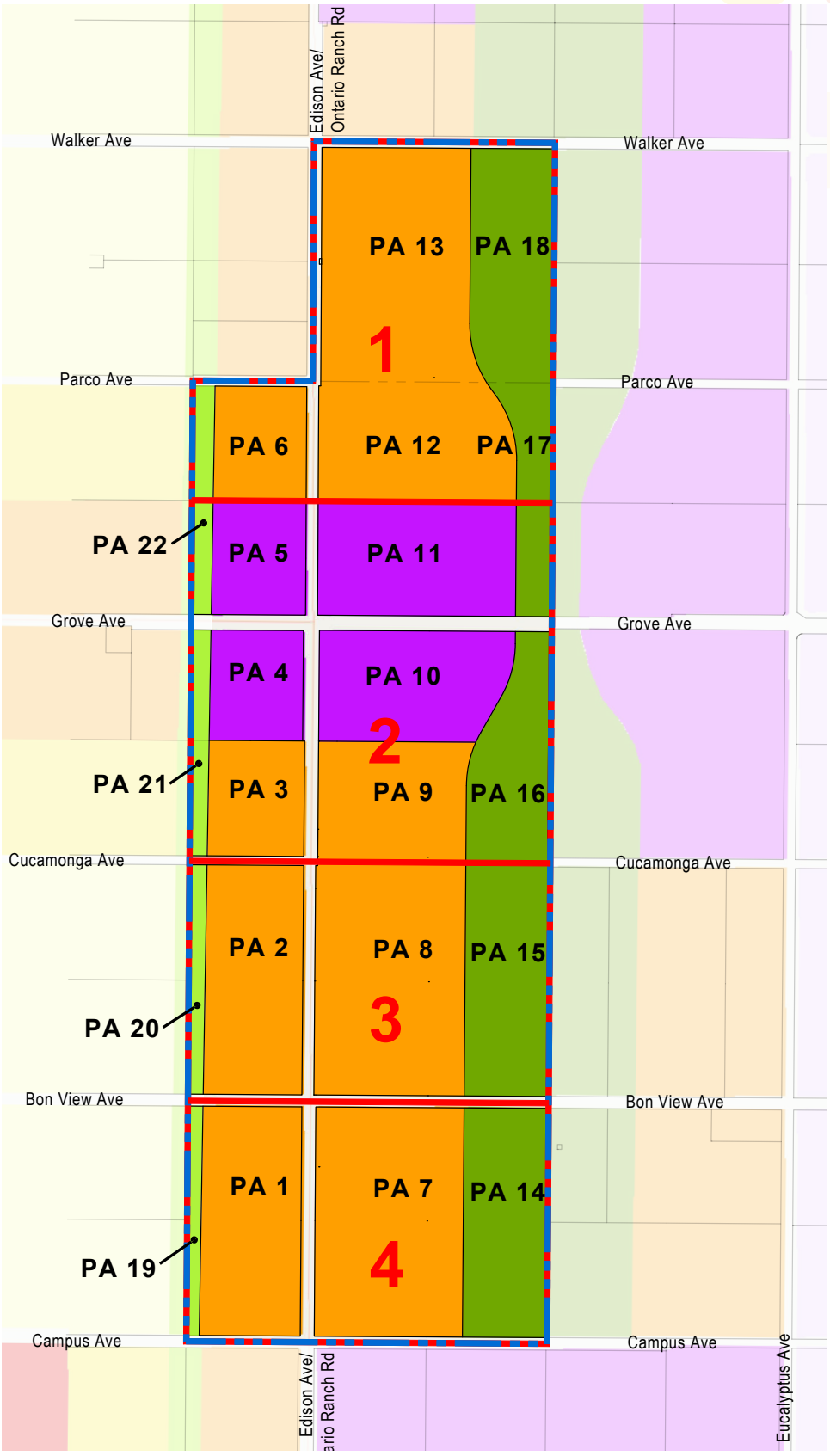


EXHIBIT 8-1 PHASING PLAN

8.12.3 Infrastructure

Backbone infrastructure within CenterPark shall be installed by the developer in accordance with the City's adopted Master Plan or approved by the City Engineer. Infill service mains shall be constructed in phases as development proceeds and as conditioned by the City Engineer's office to support individual phases of development, which may require installation of off-site infrastructure improvements beyond a given phase boundary.

Grading and installation of infrastructure to serve CenterPark is anticipated to be phased. Project required infrastructure will be extended from the east to the west in a timely manner to serve the CenterPark Specific Plan area and the surrounding future development. Mass grading on the site will be completed in at least 4 phases, following the extension of infrastructure from east to west. Final grading and on-site development of each phased neighborhood will be completed in multiple phasing.

Following completion of grading and infrastructure installation, the construction models for each product type within each neighborhood shall be permitted pursuant to the approval of a temporary conditional use permit. Phase I may include installation of infrastructure adequate to serve all Planning Areas.

8.12.4 Public Regional Park

The CenterPark Specific Plan area includes approximately 56 acres designated as part of the City's Grand Park, a planned regional park that extends from Haven Avenue to Campus Avenue within the Ontario Ranch. Improvements within the Grand Park will be installed in phases concurrent with the development of the adjacent Mixed Use and Residential planning areas.

8.12.5 Private Parks

In the event the City determines that the construction of private parks are required within any particular Planning Area, the timing for completion of each private park shall be determined as part of the City's approval of tentative maps or development plans. Facilities shall be constructed and services made available in a timely manner as development progresses.

8.12.6 Community Facilities and Services

The timing for installation of community facilities and payment of impact fees for public improvements and services for the CenterPark Specific Plan shall be determined as part of the City's approval of tentative tract maps in accordance with the provisions of the existing City development impact fee ordinances. Community facilities such as bike trails shall be constructed in conjunction with construction of the public street improvements.

8.13 APPEALS

Appeals from any determination of the City Planning Director, Zoning Administrator or the Planning Commission may be made by the applicant or any other aggrieved party by filing an application on forms provided by the City of Ontario and accompanied by the appropriate filing fee, where applicable, within ten (10) days following the final date of action for which an appeal is made. Appeals shall be processed consistent with the provisions of Article 5, "Appeals" of the City of Ontario Development Code.

8.14 PROJECT FINANCING

The financing of construction, operation and maintenance of public improvements, facilities (the "facilities") and public services shall include funding through a combination of financing mechanisms. Final determination of the facilities to be constructed and to maintenance responsibilities, whether publicly or privately maintained, shall be made prior to recordation of final maps. In order for the project to be fiscally self-sufficient, the following, but not limited to, financing options can be considered for implementation:

8.14.1 Facilities and Services

Private capital investment for the construction of facilities. Community Facilities District (CFD) established pursuant to the Mello-Roos Community Facilities District Act of 1982, or other special district, to provide funding for the construction of a variety of public facilities and the provision of public services.

8.14.2 Operation and Maintenance

- By individual private property owner.
- By private Homeowners Association.
- By Community Facilities District (CFD) established pursuant to the Mello-Roos Community Facilities District Act of 1982, or other special district. City Council approval is a prerequisite for the implementation of any and all special district-financing mechanisms. The use of the Mello-Roos Community Facilities District Act of 1982 (the "Act") to finance public facilities and services shall be at the City's sole discretion. Moreover, the use of the Act shall be consistent with the City's adopted goals and policies concerning the use of the Act.

8.15 MAINTENANCE RESPONSIBILITIES

The public and private improvements constructed within CenterPark shall be maintained through a combination of public and private entities as shown in the following **Table 8-1, Maintenance Responsibilities** and described below:

8.15.1 Public Maintenance

- All Master Plan streets and sidewalks serving residential Planning Areas shall be dedicated as public streets to the City of Ontario.
- Landscape improvements within the public right-of-way of Master Plan streets, neighborhood edges, community and neighborhood entries and public street lights within CenterPark shall be maintained through a CFD or other special maintenance district established by the City.
- All public on-site water, sewer and storm drains within the public streets or easements dedicated to the City shall be constructed by the developer and, upon acceptance, shall be maintained by the City.

	City/ CFD	HOA	Homeowner	Public Utility
Master Plan Roadways (Ontario Ranch Road, Grove Avenue, Walker Avenue, Campus Avenue and Bon View Avenue)	•			
Public Streets (curb-to-curb for primary entry streets, secondary entry streets and neighborhood streets)	•			
Parkways of Master Plan Roadways and Neighborhood Edges (curb to perimeter walls, including landscape, sidewalks and street lights)	•			
Private Streets (landscaping and sidewalks)		•		
Landscape Lettered Lots at corner conditions along Neighborhood Streets		•		
Traffic Signals and Public Street Lights (in the public right-of-way)	•			
Private Street Lights (not in the public right-of-way)		•		
Public Traffic Control Signs (in the public right-of-way)	•			
Private Traffic Control Signs (not in the public right-of-way)		•		
On-site Private Water, Sewer, and Storm Drain Improvements (improvements that are: private, lines behind meters and/or DCDAs, not within public streets, not within public utility easements, or not meeting public improvement design criteria)		•	•	
Off-site and On-site Public Water, Sewer, and Storm Drain Improvements	•			
Pocket Parks		•		
Private Recreation Areas		•		
Front Yard and Corner Side yard Landscaping (2)		•		
Community Theme Wall on Master Planned Roadways (outside face for graffiti removal and paint)	•			
Community Theme Wall on Master Planned Roadways: Surface (interior) opposite streetside (structural integrity and face repair)		•		
Private Interior Yard Walls		•	•	
Alley Landscaping and Lighting		•		
Police and Fire	•			
Electricity and Natural Gas				•
Communication Systems				•
Fiber Optic Infrastructure (3)	•			
NPDES Facilities (on-site) W.Q.M.P.		•		
NPDES Regional Facilities	•			

(1) Only those facilities in public streets and those in private streets within public utility easements that meet public improvement design criteria.

(2) "Corner Side Yard Landscaping" is the area between the fence and sidewalk on corner lot conditions.

(3) The City is only responsible for OntarioNet fiber lines. Any other infrastructure would be privately maintained (Spectrum, Frontier, etc.).

TABLE 8-1 MAINTENANCE RESPONSIBILITIES

- Off-site infrastructure improvements such as water, sewer and storm drain facilities shall be maintained by the City upon acceptance. All permanent on-site water quality basins or other storm water retention/ bio-treatment facilities developed within CenterPark shall be maintained by the City/CFD in accordance with **Table 8-1**.

8.15.2 Homeowners Association

A Homeowners Association shall be established for the maintenance of common area landscape improvements and any private roadways within residential areas of CenterPark. Improvements to be maintained by the Homeowners Association include:

- Designated private drives, alleys and adjacent landscaping.
- Designated private streets and landscaping. During the course of maintenance of public utilities within public streets, private streets, private drive aisles or alleys, the City will restore the streets to City standards for trench backfill, pavement repair and hardscape or landscape, as applicable. Restoration of any enhancements above and beyond City standards, including but not limited to architectural paving, hardscape and landscape enhancements shall be the responsibility of the HOA or other entity maintaining those enhancements.
- Parkways of interior neighborhood streets including sidewalks, landscaping and street lights as well as common areas distinct to individual residential types and neighborhoods.
- Maintenance of interior neighborhood streets landscaping and associated architectural monument elements are required to restore these areas to their condition as originally installed.
- Internal slopes fronting streets and slope areas in the rear of homes.
- All internal open spaces, parks and common areas including any pools and/or tot lots.
- NPDES facilities within private streets and common areas.
- Homeowners Association to maintain shared private utilities.

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SECTION 9: GENERAL PLAN CONSISTENCY

California Government Code (Title 7, Division 1, Chapter 3, Article 8, Section 65450-65457) permits the adoption and administration of specific plans as an implementation tool for elements contained in the local general plan. Specific Plans must demonstrate consistency in regulations, guidelines and programs with the goals and policies set forth in the general plan. The CenterPark Specific Plan has been prepared in conformance with the goals and policies of the City of the Ontario Plan (Policy Plan). The Policy Plan analysis in **Table 9-1, Policy Plan Consistency** describes the manner in which the CenterPark Specific Plan complies with The Ontario Plan (TOP) policies applicable to the project.

The TOP policies listed in this section reflect the policies in the place and at the time the CenterPark was adopted and may not reflect policy/update changes beyond the date of the Specific Plan adoption.

TABLE 9-1 POLICY PLAN CONSISTENCY

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
LAND USE ELEMENT	
GOAL LU1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.	
LU1-1 Strategic Growth. We concentrate growth in strategic locations that help create place and identify, maximize available and planned infrastructure, and foster the development of transit and support the expansion of the active and multimodal transportation networks throughout the City.	The Specific Plan outlines a pedestrian sidewalk and multi-use trail network connecting neighborhoods to open space and adjacent future commercial land uses.
LU1-2 Sustainable Community Strategy. We integrate state, regional and local Sustainable Community/ Smart Growth principles into the development and entitlement process.	Sustainable Community/Smart Growth principles are incorporated into the CenterPark Land Use Plan. Pedestrian sidewalks and bicycle paths to be constructed as part of the project throughout the community provide connectivity among residential planning areas, parks and Commercial area to help reduce vehicle trips and miles traveled. The design of residential areas incorporates tree-lined parkways providing shade for pedestrians and parked cars. Safe and efficient pedestrian and bicycle connectivity is provided throughout the project. The CenterPark architectural Design Guidelines allow for a variety of architectural styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a plant palette of drought tolerant materials and requirements that the development implement planting and irrigation systems designed to conserve water. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
LU1-3 Adequate Capacity. We require adequate infrastructure and services for all development.	The CenterPark Specific Plan establishes an infrastructure and public facilities plan to ensure that adequate roadways and public utilities including sewer, water and drainage facilities along with parks and other public facilities are provided to serve the project.
LU1-4 Multimodal Mobility. We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on active transportation, transit, electric vehicles and multi-modal transportation opportunities.	The CenterPark Specific Plan requires the construction of Class 1 Bike Paths which are an integral element to creating accessibility and mobility within CenterPark. The Specific Plan requires locations and construction of bus turnouts that may be required within the project to be coordinated with and constructed to the satisfaction of the City of Ontario and Omnitrans.
LU1-6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.	CenterPark provides for development of up to 4,293 residential dwelling units in a variety of residential single-family attached and detached housing types, where possible, focused on open space amenities.
GOAL LU2: Compatibility between a wide range of uses and resultant urban patterns and forms.	
LU2-6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.	Arterial streets within CenterPark (if any) will be uniformly landscaped in an aesthetically pleasing manner with landscaped parkways on each side of the street and landscaped medians in main arterial streets of interest. A planting buffer varying in width from 30-50 ft. in width will be provided adjacent to sidewalks within the project adjacent to all arterial roadways. Decorative project monuments will be constructed at key project entries providing community identification and establishing a sense of arrival and a welcoming feeling for the community.
LU2-9 Methane Gas Sites. We require sensitive land uses and new uses on former dairy farms or other methane-producing sites be designed to minimize health risks.	The project will comply with appropriate mitigation measures identified in the project EIR for soil remediation and proper venting to address the potential existence of methane gases within the project.
GOAL LU4: Development that provides short term value only when the opportunity to achieve our Vision can be preserved.	
LU4-3 Infrastructure Timing. We require that the necessary infrastructure and services be in place prior to or concurrently with development.	Approval of the CenterPark Specific Plan is accompanied by the approval of development agreements. The development agreements shall include, but not be limited to, methods for financing, acquisition and construction of infrastructure, acquisition and development of adequate levels of parkland, as well as the provision of adequate housing opportunities for various segments of the community consistent with the City's regional housing needs assessment. A CenterPark development agreement shall be fully approved before the issuance of a building permit for the project.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL LU5: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.	
LU5-2 Airport Planning Consistency. We coordinate with airport authorities to ensure The Ontario Plan is consistent with state law, federal regulations and/or adopted master plans and airport land use compatibility plans for the ONT and Chino Airport	The Specific Plan will comply with the ALUCP requirements for Ontario Airport (ONT) and Chino Airport as outlined in the CenterPark Specific Plan Section 2.8.
LU5-7 ALUCP Consistency and Land Use Regulations. We comply with state law that requires general plans, specific plans and all new development be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.	The Specific Plan will comply with the ALUCP requirements for Ontario Airport (ONT) and Chino Airport as outlined in CenterPark Specific Plan Section 2.8.

COMMUNITY DESIGN ELEMENT

GOAL CD1: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.	
CD1-2 Place Types. We establish Place Types in urban, mixed-use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms and placemaking priorities.	The Specific Plan includes Design Guidelines to guide the physical character of all future residential development and all community and neighborhood features, including the overall landscape treatment within the project. The proposed community character establishes a unified aesthetic treatment and design theme. The community vision for CenterPark is based upon the architectural and landscape influences found in Ontario, and throughout Southern California. The architectural styles and landscape concept chosen for the community have been selected in order to be reflective of older neighborhoods of historic Ontario as well as to accommodate innovative transitional influences. Together, the architectural styles and landscape concept are designed to create a neighborhood character for CenterPark that will be sustainable over time.
CD1-5 View Corridors. We require all major north-south streets be designed and redeveloped to feature views of the San Gabriel Mountains, which are part of the City's visual identity and a key to geographic orientation. Such views should be free of visual clutter, including billboards, and may be enhanced by framing with trees.	The major north-south streets in CenterPark are designed to frame the views of the San Gabriel Mountains. The Specific Plan requires the construction of extensive landscaping on both sides of each street and in the median when appropriate. All new utility lines will be placed underground.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL CD2: A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks and streetscapes that are attractive, safe, functional, human-scale and distinct.	
CD2-1 Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through: • Building volume, massing and height to provide context-appropriate scale and proportion; • A true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and • Exterior building materials that are articulated, high quality, durable and appropriate for the architectural style.	The Specific Plan includes Design Guidelines to guide the construction of the project by requiring building massing to address the street and the pedestrian experience, the use of selected architectural styles to be implemented in a comprehensive manner throughout each neighborhood around all building elevations and the use of building materials and architectural features and elements which are true to each selected style.
CD2-2 Neighborhood Design. We create distinct residential neighborhoods that promote a sense of community and identity by emphasizing access, connectivity, livability and social interaction through such elements as: • A pattern of smaller, walkable blocks that promote activity, safety and access to nearby amenities and services; • Varied parcel sizes and lot configurations to accommodate a diversity of housing types; • Traffic calming measures to slow traffic and promote walkability while maintaining acceptable traffic flows and emergency evacuation access; • Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate; and • Landscaped parkways, with sidewalks separated from the curb and designed to maximize safety, comfort and aesthetics for all users.	The CenterPark Specific Plan is designed as a walkable community of traditional residential neighborhoods organized around a simple grid street system offering a variety of home types within an open space setting. Residents can walk or bike to parks via an interconnected network of sidewalks and trails throughout the community. Traditional site planning elements, varied residential product design and architecture, well landscaped streets and enhanced entries combine to create welcoming neighborhoods within the community with aesthetic and functional harmony. Streets are linked together in a grid pattern with sidewalks separated from the street by landscaped parkways providing a simple and understandable system for pedestrian and vehicular travel connecting neighborhoods, open space amenities, public facilities and recreational areas. A variety of housing types, including detached single-family homes, attached single-family homes, and multi-family homes are planned for CenterPark, all of which are located close to parks, and open space amenities. Residential development standards and Design Guidelines contained in the Specific Plan ensure that homes are designed at a human scale, emphasizing architecture fronting the street. Residential development standards are designed to minimize views of garage doors through use of alternating garage configurations. Traffic calming features incorporated into neighborhood streets include a traditional grid pattern with sidewalks, separated by landscaping on either side and the use of intersection chokers and roundabouts where appropriate.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD2-5 Streetscapes. We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.	The Specific Plan is designed with a comprehensive street system to accommodate the safe and efficient movement of automobiles as well as bike trails and a multipurpose trail to accommodate bicycle and pedestrian mobility and connectivity throughout the community. Streets are designed as a grid system of short blocks allowing for various vehicular access points and travel routes. Streets are designed with sidewalks separated from the street to create an inviting environment for walking. Streets connect neighborhoods and parks, through a variety of travel paths. Bicycle accessibility is provided throughout the community through a network of off-street multipurpose trails within Ontario Ranch Road, Campus Avenue, Grove Avenue and Walker Avenue which connect to a Class II Bike Path and Multipurpose Trail. Connectivity to this network of off-street bike trails from all residential Planning Areas is provided through the local street system.
CD2-6 Connectivity. We promote development of local street patterns, multimodal networks and connected public spaces that create and unify neighborhoods, rather than divide them, and create cohesive and continuous corridors, rather than independent "islands" through the following means: • Local street networks that provide access both between subdivisions and within neighborhoods and discourage through traffic; • A local street system that is logical and understandable for the user. A grid system is preferred to avoid circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials and to provide adequate emergency and evacuation access; and • Pedestrian and bicycle networks that provide convenient access to neighborhoods and nearby destinations, such as schools, parks, other public spaces, commercial areas and transit stops.	Off-street pedestrian circulation is available throughout CenterPark by means of the interconnected, paved sidewalk system within the roadway right-of-way, separated from travel lanes by a landscaped parkway and within off-street Multipurpose Trails. The CenterPark pedestrian system provides connectivity among residential neighborhoods to pocket parks. Streets are designed in a simple grid system with short blocks promoting a sense of small neighborhoods.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD2-7 Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials and construction techniques.	Sustainable Community/Smart Growth principles are incorporated into the CenterPark Land Use Plan. The sustainable goals for the project as stated in the Specific Plan include the following: 1. Encourage walking and other non-vehicular modes of travel. 2. Provide pedestrian connectivity throughout the project. 3. Provide shaded outdoor areas. 4. Encourage the use of architectural elements designed to reduce interior heat gain. 5. Encourage the use of recycled, recyclable and environmentally friendly building materials. 6. Require the use of low energy glass, low water plumbing features and energy efficient appliances. 7. Encourage the use of drought-tolerant landscaping and water-efficient irrigation methods. Pedestrian and bicycle connectivity is provided among residential planning areas and parks, helping to reduce vehicle trips and miles traveled. The design of residential areas incorporates tree-lined parkways providing shade for pedestrians and parked cars. Safe and efficient pedestrian and bicycle connectivity is provided throughout the project through a network of off-street bicycle trails, multi-use trails and sidewalks. The CenterPark architectural Design Guidelines allow for a variety of styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a drought-tolerant plant palette and requires planting and irrigation systems designed to conserve water. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities.
CD2-8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintenance of visibility and accessibility and use of lighting.	Residential development standards and Design Guidelines contained within the Specific Plan require home designs with fronts of homes, not garages, oriented toward the street to ensure that “eyes are on the street” in each neighborhood. Residences are oriented around open space, parks and trails. Parking areas and garages are located to the rear of residences to avoid dominance of the streetscape by automobiles and to enhance a pedestrian environment on all streets.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD2-9 Landscape Design. We encourage durable, sustainable and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces and provide shade and environmental benefits.	The landscape concept for CenterPark incorporates the use of durable landscaping materials, a drought-tolerant plant palette and a planting, grading and irrigation system designed to conserve irrigation water and maximize the retention/ infiltration of rainfall runoff. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities. All materials utilized in private and public common areas will be durable landscaping materials.
CD2-11 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.	Signage and landscaping will be provided at neighborhood entries within CenterPark. Community and neighborhood entry monumentation is required by the Specific Plan and is designed to establish a hierarchy for each Planning Area of the community. At key entries a monumentation program will be utilized to help identify the community as well as convey a sense of arrival and a welcoming feel for both vehicular and pedestrian traffic. These monuments and "gateways" are to be designed with durable, lasting materials approved by the City of Ontario. The "gateways" leading into the community of CenterPark will be elegant in appearance, classic in form, evoking the sense of arrival.
CD2-12 Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.	The Specific Plan requires the developer of CenterPark to obtain approval by the City of a Master Sign Program to address project entries, neighborhood identification and way-finding signage within the project.

GOAL CD3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

CD3-1 Unique Identity. We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design and building design that promotes an active public realm.	The Specific Plan is designed for bicycle and pedestrian accessibility throughout the community through a network of off-street bike and pedestrian trails within the neighborhood edges of major arterial streets. Connectivity to this network of off-street trails from all residential Planning Areas is provided through the local street system.
CD3-2 Comfortable, Human-Scale Public Realm. We require that public spaces, including streets, parks and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular and bicycle networks.	The Specific Plan includes landscape Design Guidelines to enrich the community landscape and architectural style for CenterPark. The Design Guidelines are organized to define the basic landscape design principles for the project, to guide the implementation of the "design vision" and to ensure the design integrity of the project.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
CD3-3 Complete and Connected Network. We require that pedestrian, vehicular and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas and transit stops) and are designed to maximize safety, comfort and aesthetics.	The Specific Plan includes infrastructure guidelines to align with the existing citywide circulation networks; offering street improvements and multi-modal neighborhood circulation systems that will enhance and integrate into existing and planned developments within the citywide network.
CD 3-5 Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business and residential entrances, outdoor dining and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics and the intended functionality (as defined by the Place Type).	The Specific Plan Design Guidelines promote street-facing front entries and architectural elements visible from adjacent streets, sidewalks and parks within the project to allow for a safe and aesthetically pleasing vibrant human-scale experience.
GOAL CD5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.	
CD5-1 Maintenance of Buildings and Property. We require all public and privately owned buildings and property (including trails and easements) to be properly and consistently maintained.	The Specific Plan includes a Maintenance Responsibility Matrix defining the public, private and utility entities responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, parks, yards, walls and monuments, traffic signals, infrastructure and utilities within the project.
CD5-2 Maintenance of Infrastructure. We require the continual maintenance of infrastructure.	The Specific Plan includes a Maintenance Responsibility Matrix defining the responsible entities for continual maintenance of roadways, sidewalks, traffic signals, off-site and on-site public water, sewer and storm drain infrastructure facilities.

COMMUNITY ECONOMICS ELEMENT

GOAL CE1: A complete community that provides for all incomes and stages of life.	
CE1-7 Retail Goods and Services. We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.	The commercial development will provide neighborhood retail and commercial services to meet the need of future residents within CenterPark and for the surrounding community. The proposed commercial uses will implement the policies of The Ontario Plan.
CE1-12 Circulation. We continuously plan and improve public transit and non-vehicular circulation for the mobility of all, including those with limited or no access to private automobiles. (Refer to Mobility Public Transit)	The Design Guidelines incorporate multi-modal circulation through a network of trails, bicycle lanes and sidewalk system, encouraging alternative modes of travel. The Specific Plan requires the developer of the project to coordinate with the local mass transit provider, Omnitrans, to accommodate adequate areas for any bus turnouts within the Master Plan Roadways as required by Omnitrans.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL CE2: A City of distinctive neighborhoods, districts, corridors and centers where people choose to be.	
CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community. (Refer to Community Design Element)	The Design Guidelines incorporate a diversity of versatile architectural themes and place-making to produce neighborhoods that have aesthetic and functional harmony for an overall community character to encourage interaction and gathering among neighbors.
CE2-4 Protection of Investment. We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.	The Specific Plan utilizes a variety of diverse architectural designs and themes to develop neighborhoods that will be aesthetically pleasing and functional, creating a community character that will continue to develop alongside the city.

MOBILITY ELEMENT

GOAL M1: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.	
M1-1 Roadway Design and Maintenance. We require our roadways to: • Comply with federal, state and local design and safety standards. • Meet the needs of multiple transportation modes and users. • Handle the capacity envisioned in the City of Ontario Master Plan of Streets and Highways. • Be maintained in accordance with best practices. • Be compatible with the streetscape and surrounding land uses. • Promote the efficient flow of all modes of traffic through the implementation of intelligent transportation systems and travel demand management strategies.	The Specific Plan requires the construction of a network of Master Plan Roadways designed consistent with the requirements of the City of Ontario Master Plan of Streets and Highways and The Ontario Ranch Streetscape Master Plan. The roadway system is designed to maintain an efficient flow of all modes of traffic at all intersections as discussed in the project EIR. Site design, source control and treatment BMP's for the project are required to be submitted by the developer for approval by the City prior to issuance of permits for the project.
M1-2 Mitigation of Impacts. We require development to mitigate its traffic impacts.	All mitigation measures, standard conditions and project design features identified in the project EIR to mitigate traffic impacts of the project will be implemented by the project.
GOAL M2: A system of trails and corridors that facilitate and encourage bicycling and walking active modes of transportation.	
M2-3 Pedestrian Walkways. We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe, comfortable mobility between residential areas, businesses, schools, parks, recreation areas and other key destination points.	The Specific Plan includes a plan for construction of an off-street pedestrian circulation system comprised of an interconnected, paved sidewalk system within all roadway rights-of-ways, separated from vehicular travel lanes by a landscaped parkway. The CenterPark pedestrian system provides connectivity among residential neighborhoods to the pocket parks.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL M3: A public transit system that is a viable alternative to automobile travel and meets the basic transportation needs of the transit dependent.	
M3-2 Transit Facilities at New Development. We require new development adjacent to an existing or planned transit stop to contribute to the creation of transit facilities, such as bus shelters, transit bays and turnouts and bicycle facilities, such as secure storage areas, as necessary.	The Specific Plan requires the developer of the project to coordinate with the local mass transit provider, Omnitrans, to accommodate adequate areas for any bus turnouts within the Master Plan Roadways as required by Omnitrans.

HOUSING ELEMENT

GOAL H2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics and support and reinforce the economic sustainability of Ontario.	
H2-4 Ontario Ranch. We support a premier lifestyle community in the Ontario Ranch distinguished by diverse housing, highest design quality and cohesive and highly amenitized neighborhoods.	The Specific Plan allows for the development of up to 4,293 residential dwelling units comprised of a variety of single-family attached and detached homes. Residential land use areas are linked by a network of street-separated sidewalks and bicycle trails connecting all neighborhoods to parks. Residential development is designed to address a variety of lifestyles and economic segments of the marketplace, such as singles, families, executives and "empty nesters."
H2-5 Housing Design. We require architectural excellence through adherence to City Design Guidelines, thoughtful site planning, environmentally sustainable practices and other best practices.	The Specific Plan includes architectural Design Guidelines to encourage development of diverse neighborhoods with the use of varied architectural styles, articulated with elements true to the architectural characteristics of each style
GOAL H5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age or other status.	
H5-2 Family Housing. We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation and other amenities.	The Specific Plan allows for the development of condominium and multi-family home types designed to accommodate families with children. The Specific Plan requires that all condominium and multi-family developments within the project provide private recreational areas and/or pocket parks for residents of the development.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY

ENVIRONMENTAL RESOURCES ELEMENT

GOAL ER1: A reliable and cost effective system that permits the City to manage its diverse water resources and needs.

ER1-3 Conservation and Sustainable Water Supply. We work with regional water providers and users to conserve water and ensure sustainable local water supplies as more frequent droughts reduce long term local and regional water availability.	The Specific Plan requires all public and common area landscaping within the project to utilize plant materials listed on the approved Specific Plan Landscape Plant Matrix which is comprised of drought-tolerant and California-friendly plant materials. The Specific Plan requires that irrigation systems for both public and private landscaped areas be designed to be as water-efficient as possible and includes the following minimum requirements: • All irrigation systems shall have automatic controllers designed to properly water plant materials, given the site's soil conditions. Irrigation systems for all public landscapes shall have automatic rain shut-off devices. • Drip irrigation is not permitted within LMD landscape areas. • Spray systems shall have low volume matched-precipitation heads. • All LMD areas are to be controlled with central control irrigation systems and all trees are to be irrigated utilizing a flush grade bubbler system on a separate valve. All LMD areas shall be designed to City Standard Specifications.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
ER1-5 Water Resource Management. Environmental justice areas are prioritized as we coordinate with local agencies to protect water quality, prevent pollution, address existing contamination and remediate contaminated surface water and groundwater.	The Specific Plan requires that the developer obtain approval of a Storm Water Pollution Prevention Plan (SWPPP) prior to issuance of grading or construction permits. The SWPPP will be prepared to comply with the California State Water Resources Control Board's current "General Permit to Discharge Storm Water Associated with Construction Activity" and current "Area Wide Urban Storm Water Runoff (Regional NPDES) Permit". The SWPPP will identify and detail all appropriate Best Management Practices (BMP's) to be implemented or installed during construction of the project. In addition to the preparation of a SWPPP for construction-related activities and as part of the approval of any grading plans for the project, each tract map developer will be required to submit a Water Quality Management Plan (WQMP) on the San Bernardino County Stormwater Program's template form available at http://www.sbcounty.gov/dpw/land/npdes.asp. The WQMP shall identify and detail all Low Impact Development Site Design BMP's, Source Control BMP's and Treatment Control BMP's to be implemented or installed as part of the project in order to reduce storm water pollutants and site runoff. In addition, as part of the submittal of the Tentative Tract Maps, all developers shall submit a Preliminary WQMP on the form available on the City of Ontario's website, which will conceptually describe and detail the locations and approximate sizing of the proposed on-site LID BMPs that will be incorporated into the tract map layout.
ER1-6 Urban Run-Off Quantity. We encourage the use of low impact development strategies, including green infrastructure, to intercept run-off, slow the discharge rate, increase infiltration and ultimately reduce discharge volumes to traditional storm drain systems.	The Specific Plan requires that the project be designed and graded to direct 2-year storm event run-off from building roofs and paved areas into swaled landscape areas for capture and retention/infiltration. In particular, open space, parks, landscaped setback areas and trails are to be used for this purpose in order to comply with the most recent requirements of the San Bernardino County NPDES Storm Water Program's Quality Management (WQMP) for significant new development projects. In addition to these site design BMPs, each Tract Map project will incorporate structural and non-structural Source Control Best Management Practices (BMP's) and on-site Structural Treatment Control BMP's, as needed. Participation in regional or watershed-based Treatment Control BMP's as an alternative to on-site LID BMP implementation is regulated by the requirements of the San Bernardino County MS4 Urban Runoff Permit and the SB County Water Quality Management Plan Technical Guidance Document.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
ER1-7 Urban Run-Off Quality. We require the control and management of urban run-off consistent with Regional Water Quality Control Board regulations.	The Specific Plan requires that the project comply with the most recent requirements of the San Bernardino County NPDES Storm Water Program's Quality Management (WQMP) for significant new development projects. A final WQMP is required to be submitted by the developer for approval by the City prior to the issuance of any grading and construction permits for the project.
ER1-8 Wastewater Management. We require the management of wastewater discharge and collection consistent with waste discharge requirements adopted by the Regional Water Quality Control Board.	The Specific Plan requires the construction of a wastewater system consistent with City requirements and also requires that the project obtain approval of a WQMP for the project prior to the issuance of any grading or construction permit.

GOAL ER3: Cost-effective and reliable energy system sustained through a combination of low impact buildings, site and neighborhood energy conservation and diverse sources of energy generation that collectively help to minimize the region's carbon footprint.

ER3-1 Conservation Strategy. We require conservation as the first strategy to be employed to meet applicable energy-saving standards.	The Specific Plan requires all public and common area landscaping within the project to utilize plant materials listed on the approved Specific Plan Landscape Plant Matrix which is comprised of drought-tolerant and California-friendly plant materials. The Specific Plan requires that irrigation systems for both public and private landscaped areas be designed to be as water-efficient as possible. The Specific Plan requires the construction of separate water mains for the use of recycled water in public and common areas of the project. The Specific Plan includes architectural styles that respond to local climate conditions and allow for the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize fixtures, appliances and heating and cooling controls to conserve water and energy.
ER3-2 Green Development - Communities. We encourage the use of the LEED Neighborhood Development rating system, or similar mechanism, to guide the planning and development of all new communities.	The Specific Plan includes architectural guidelines which allow for a variety of styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors. All new construction will utilize design features, fixtures, appliances and heating and cooling controls to conserve energy and water. The landscape concept for CenterPark incorporates a plant palette and a planting and irrigation system designed to conserve water. Park and recreation areas will include shaded areas, bicycle racks and other amenity features to encourage pedestrian and other non-vehicular activities.
ER3-3 Building and Site Design. We require new construction to incorporate energy efficient building and site design strategies, which could include appropriate solar orientation, maximum use of natural daylight, passive solar and natural ventilation.	The Specific Plan includes architectural Design Guidelines which allow for a variety of styles that respond to local climate conditions. Some styles allow the incorporation of flat roofs that facilitate the use of solar collectors.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL ER4: Improved indoor and outdoor air quality and reduced locally generated pollutant emissions.	
ER4-4 Indoor Air Quality. We will comply with State Green Building Codes relative to indoor air quality. We seek funding to improve indoor air quality for households with poor indoor air quality, with priority for lower income households in environmental justice areas.	All development within the Specific Plan will be required to comply with the State Green Building Code as implemented by the City.
GOAL ER5: Protected high-value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.	
ER5-2 Entitlement and Permitting Process. We comply with state and federal regulations regarding protected species.	The project will comply with all mitigation measures identified in the project EIR with regard to biological resources.
ER5-3 Right to Farm. We support the right of existing farms to continue their operations within the Ontario Ranch.	The Specific Plan requires a minimum 100 ft. wide agricultural buffer be provided by the development between any new residential structure and any existing animal feed trough, corral/ pen or an existing dairy/feed lot.
ER5-4 Transition of Farms. We protect both existing farms and sensitive uses around them as agricultural areas transition to urban uses.	The Specific Plan requires a minimum 100 ft. wide agricultural buffer be provided by the development between any new residential structure and any existing animal feed trough, corral/ pen or an existing dairy/feed lot.

SAFETY ELEMENT

GOAL S1: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by earthquake-induced and other geologic hazards.	
S1-1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.	All development within the Specific Plan will be required to comply with the State of California Building Code as adopted and implemented by the City.
GOAL S3: Reduced risk of death, injury, property damage and economic loss due to fires, accidents and normal everyday occurrences through prompt and capable emergency response.	
S3-8 Fire Prevention through Environmental Design. We require new development to incorporate fire prevention consideration in the design of streetscapes, sites, open spaces and buildings.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Fire Department which may require the development to incorporate fire prevention design elements in streetscapes, sites, open spaces and buildings.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
GOAL S4: An environment where noise does not adversely affect the public's health, safety and welfare.	
S4-1 Noise Mitigation. We utilize the City's Noise Ordinance, building codes and subdivision and development codes to mitigate noise impacts.	The Specific Plan requires all new development to comply with the City's Noise Ordinance, building codes and subdivision and development codes to mitigate noise impacts.
GOAL S5: Minimize the risk of injury, property damage and economic loss resulting from windstorms and wind-related hazards.	
S5-2 Dust Control Measures. We require the implementation of Best Management Practices for dust control at all excavation and grading projects.	Construction within the Specific Plan will comply with a City approved construction management plan and all mitigation measures identified in the project EIR with regard to dust control.
GOAL S6: Reduced potential for hazardous materials exposure and contamination.	
S6-9 Remediation of Methane. We require development to assess and mitigate the presence of methane, per regulatory standards and guidelines.	The project will comply with all mitigation measures identified as part of the project EIR for soil remediation and proper venting to address the potential existence of methane gases within the project.
GOAL S7: Residential neighborhoods, commercial areas and industrial districts that are kept safe through a multi-faceted approach of prevention, suppression and community involvement in public safety.	
S7-4 Crime Prevention through Environmental Design (CPTED). We require new development to incorporate CPTED in the design of streetscapes, sites, open spaces and buildings.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Police Department which may require the development to incorporate CPTED in the design of streetscapes, sites, open spaces and buildings.

PARKS AND RECREATION ELEMENT

GOAL PR1: A system of safe and accessible parks that meets the needs of the community.

PR1-5 Acreage Standard. We strive to provide 5 acres of parkland (public and private) per 1,000 residents.	The project will comply with the City requirement for the payment of an in-lieu fee in amount equivalent to 3 acres of parkland per 1,000 residents to fund the development of public parks and the requirement that each new development provide park acreage on-site equivalent to 2 acres per 1,000 residents. The Specific Plan includes the provision of private pocket parks in each Planning Area.
PR1-6 Private Parks. We expect development to provide a minimum of 2 acres of developed private park space per 1,000 residents.	The Specific Plan includes the provision of private pocket parks in each Planning Area with a total acreage provided equivalent to 2 acres of developed private park per 1,000 residents.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY
PR1-9 Phased Development. We require parks be built in new communities before a significant proportion of residents move in.	Development within the Specific Plan is required to be reviewed and approved pursuant to the City's Subdivision Ordinance which requires the approval of tentative and final subdivision maps for the project. Conditions of approval associated with the City's approval of tentative subdivision maps will provide for the timing of construction of parks as part of the development.
PR1-11 Environmental Function of Parks. We require new parks to meet environmental management objectives.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Planning Department which may require the development to incorporate environmental management objectives into the design of parks.
PR1-12 Trails. We promote connections between parks and local trails including those managed by other public agencies.	The Specific Plan is designed for bicycle and pedestrian accessibility provided throughout the community through a network of off-street bike and pedestrian trails that are connected to a Class I Bike Path system. Connectivity to this network of off-street trails from all residential Planning Areas is provided through the local street system as well as a Class I Multi-purpose Trail.
PR1-14 Multi-Family Residential Developments. We require that new multi-family residential developments of 5 or more units provide recreational facilities or open space, in addition to paying adopted impact fees.	The Specific Plan requires that all condominium and multi-family developments within the project provide private recreational areas and/or pocket parks for residents of the development in addition to the payment by the developer of adopted impact fees.

SOCIAL RESOURCES ELEMENT

GOAL SR2: A range of educational and training opportunities for residents and workers of all ages and abilities that improves their life choices and provides a skilled workforce for our businesses.

SR2-4 Access to Schools. We work with local and regional partners to improve the safety in and around schools and to improve access for citizens of all ages and abilities to schools and community services, such as after school and other programs.	The Specific Plan does not include a parcel dedicated to a school zone. However, safe access and commute to surrounding schools are achieved through the multi-modal circulation systems within the neighborhoods established through the Design Guidelines.

PLAN POLICY	SPECIFIC PLAN CONSISTENCY

COMMUNITY ECONOMICS ELEMENT

GOAL CE1: A complete community that provides for all incomes and stages of life.

CE1-6 Diversity of Housing. We collaborate with residents, housing providers and the development community to provide housing opportunities for every stage of life. We plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.	The Specific Plan allows for the development of up to 4,293 residential dwelling units comprised of a variety of single-family attached and detached homes. Residential land use areas are linked by a network of street-separated sidewalks and Multipurpose Trails connecting all neighborhoods to parks. Residential development is designed to address a variety of lifestyles and economic segments of the marketplace, such as singles, families, executives and "empty nesters."

GOAL CE2: A City of distinctive neighborhoods, districts, corridors and centers where people choose to be.

CE2-1 Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.	The Specific Plan includes architectural and landscape Design Guidelines.
CE2-2 Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional and sustainable places that will compete well with their competition within the region.	The Specific Plan requires all new development to be reviewed and approved pursuant to the provisions of the City's Subdivision Ordinance and Development Plan Review process which provides for review by the City's Planning Department which may require the development to demonstrate how the project will create appropriately unique, functional and sustainable places.
CE2-5 Private Maintenance. We require adequate maintenance, upkeep and investment in private property because proper maintenance on private property protects property values.	The Specific Plan includes a Maintenance Responsibility Matrix defining the private responsibilities for maintenance of private roadways, parkways, trails, common areas, parks, yards, walls, and monuments within the project.
CE2-6 Public Maintenance. We require the establishment and operation of maintenance districts or other vehicles to fund the long-term operation and maintenance of the public realm whether on private land, in rights-of-way or on publicly-owned property.	The Specific Plan includes a Maintenance Responsibility Matrix defining the responsible public entities, including special districts, for maintenance of roadways, sidewalks, traffic signals, off-site and on-site public water, sewer and storm drain infrastructure facilities.

CITY OF ONTARIO PLANNING DEPARTMENT

LAND DEVELOPMENT DIVISION CONDITIONS OF APPROVAL

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

Date Prepared: 2/11/2026

File No: PSP24-002

Related Files: N/A

Project Description: A public hearing to consider certification of the Focused Environmental Impact Report (SCH#2025060731), including the adoption of a Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations, in conjunction with a Specific Plan (File No. PSP24-002 – CenterPark Specific Plan) to establish the land use districts, development standards, guidelines, and infrastructure improvements for the potential development of up to 4,293 residential dwelling units, 115,809 square feet of retail land uses, 135,110 square feet of office uses, and 68 acres of open space parkland/non-recreational uses on approximately 258 acres of land generally bounded by the Southern California Edison (SCE) easement roughly 500 feet north of Ontario Ranch Road, Walker Avenue to the east, Campus Avenue to the West, and southern boundary roughly 1,300 feet north of Eucalyptus Avenue within the proposed MDR (Medium Density Residential) and MU (Mixed Use) districts of the proposed CenterPark Specific Plan and a Development Agreement (File No. PDA25-001) between the City of Ontario and Ontario Ranch Venture I, LLC. and Ontario Ranch Venture II, LLC., to establish the terms and conditions for the associated Specific Plan; (APNs: 1053-301-01, -02; 1053-311-01, -02, 1053-321-01, -02, -03; 1053-331-01, -02, -03, -04; 1053-341-01, -02; 1053-351-01, -02; 1053-361-01, -02, -03; 1053-371-01, -02; 0216-311-01,-02, -09; 0216-321-03, -08; 0216-322-03, -04, -10); **submitted by RCCD, Inc.**

Prepared By: Rafael Torres, Assistant Planner
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Email: rtorres@ontarioca.gov

The Planning Department, Land Development Section, conditions of approval applicable to the above-described Project, are listed below. The Project shall comply with each condition of approval listed below:

1.0 Standard Conditions of Approval. The project shall comply with the *Standard Conditions for New Development*, adopted by City Council Resolution No. 2017-027 on April 18, 2017. A copy of the *Standard Conditions for New Development* may be obtained from the Planning Department or City Clerk/Records Management Department.

2.0 Special Conditions of Approval. In addition to the *Standard Conditions for New Development* identified in condition no. 1.0, above, the project shall comply with the following special conditions of approval:

2.1 Specific Plan/Specific Plan Amendment. The following shall be submitted to the Planning Department within 30 days following City Council approval of the Specific Plan/Specific Plan Amendment:

(a) Two copies of the final Specific Plan document.

(b) One complete, unbound copy of the final Specific Plan document.

(c) One USB drive, or download link, containing a complete Microsoft Word, or editable, copy of the final Specific Plan document, including original figures, images and all required revisions.

2.2 Additional Fees.

(a) Within 5 days following final application approval, the Notice of Determination ("NOD") filing fee shall be provided to the Planning Department. The fee shall be paid by check, made payable to the "Clerk of the Board of Supervisors", which shall be forwarded to the San Bernardino County Clerk of the Board of Supervisors, along with all applicable environmental forms/notices, pursuant to the requirements of the California Environmental Quality Act ("CEQA"). Failure to provide said fee within the time specified will result in the extension of the statute of limitations for the filing of a CEQA lawsuit from 30 days to 180 days.

CITY OF ONTARIO *Agenda Report* **March 17, 2026**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Community Life & Culture Prepared By: Danielle Guevara Department: Prepared By: Danielle Guevara Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: JAY LITTLETON BALL PARK

RECOMMENDATION: That the City Council give direction regarding the recommended conceptual plan for Jay Littleton Ball Park and review corresponding reports.

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

FISCAL IMPACT: The recommended Multi-Use Concept has an estimated project cost between $20 million and $30 million.

BACKGROUND & ANALYSIS: At the February 3rd City Council Meeting, City Manager Ochoa presented a conceptual design related to the former Littleton Ball Park. Mayor Leon requested that the item return to the Council at a later date for further discussion. During this time, Staff conducted outreach and resident engagement, including Del Norte Elementary School, Ontario on the Go, and a formal public information session at Veterans Memorial Community Center.

Built in 1937, Jay Littleton Ball Park was a historic venue featuring a U-shaped grandstand with exterior wooden siding that accommodated 3,500 spectators. On August 22, 2024, the historic Jay Littleton Ball Park succumbed to a fire in the late-night hours.

Beginning in 2020, the Jay Littleton Ball Park was closed for baseball permits due to the condition of the wooden bleachers. While awaiting repair of the wooden bleachers, the outfield and dugouts were utilized for TV commercial and occasional outdoor events that were limited to the turf outfield.

Prior to the fire, the historic ballfield was a cherished community landmark. It hosted various activities, including local Little League games, film and television production, and small-scale special events hosted by the Ontario Recreation & Community Services Department. The iconic Jay Littleton Ball Park was a monumental piece of history in Ontario.

During the February presentation, four conceptual plans were presented to show the evolution of the designs. Staff recommended the conceptual design that included indoor and outdoor community space, play areas, walking path, water scrim, and interpretive information. This design acknowledges the historical significance of the Ball Park while creating an inviting green park space for residents.