CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
JULY 7, 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

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time. To comment by email, submit your comments no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comments to publiccomments@ontarioca.gov. To comment by phone, please call (909) 256-2441 during the meeting.

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

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

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

ACCOMMODATIONS

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

ORDER OF BUSINESS

The regular City Council and Housing Authority meeting begins with Closed Session and Closed Session Comment at 5:30 p.m., Public Comment at 6:30 p.m. immediately followed by the Regular Meeting and Public Hearings. No agenda item will be introduced for consideration after 10:00 p.m. except by majority vote of the City Council.

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CLOSED SESSION PUBLIC COMMENT

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

CLOSED SESSION

GC 54957.6, CONFERENCE WITH LABOR NEGOTIATORS
City Negotiator: City Manager or his designees; Bargaining Units: Association of Ontario Management Employees (AOME), and American Federation of State, County & Municipal Employees Local 3061 (AFSCME)

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN's: 1054-051-01, 1054-051-02, 1054-061-01, 1054-061-02, 1054-251-01, 1054-251-02, 1054-301-01, 1054-301-02; 932-936; Southwest Corner of Bon View Avenue and Eucalyptus Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: County of San Bernardino; Under negotiation: Price and terms of payment.

ATTACHMENT: 20260707 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Macias

INVOCATION

Pastor Robert Rocha Jr., Voz Church

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS 6:30 P.M.

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

AGENDA REVIEW/ANNOUNCEMENTS

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

CONSENT CALENDAR

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

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1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of June 2, 2026, and approving same as on file in the Records Management Department.

ATTACHMENT: 20260602 Meeting Minutes (Not Official Until Approved).docx

2. BILLS & PAYROLL

Bills May 29, 2026 through June 18, 2026, and Payroll May 17, 2026 through May 30, 2026.

3. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20526 LOCATED ON THE NORTHEAST CORNER OF HAVEN AVENUE AND CHINO AVENUE

That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security, and Final Tract Map No. 20526, located on the northeast corner of Haven Avenue and Chino Avenue.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20526 GENERALLY LOCATED AT THE NORTHEAST CORNER OF HAVEN AVENUE AND CHINO AVENUE.

ATTACHMENT: 20260707 TM-20526^01 Exhibit A.pdf
ATTACHMENT: 20260707_TM-20526_02_RESO_RM

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

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

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

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

5. A RESOLUTION APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2026-27 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT

That the City Council adopt a Resolution for the Downtown Ontario Improvement Association (DOIA) authorizing the levying of the special assessments for Fiscal Year 2026-27.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2026-27 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT.

ATTACHMENT: 20260701 Downtown_Ontario_CBD_26-27_Resolution_RM
ATTACHMENT: FY2627 Downtown Ontario CBD Assessment Rol_02l.pdf

6. A RESOLUTION APPROVING THE ADDITION OF FIRE DEPARTMENT CLASSIFICATIONS TO THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM

That the City Council adopt a Resolution approving additional Fire Department classifications to the terms and conditions for Fire Department responses to the California Fire and Rescue

Mutual Aid System requests to assist State of California and Federal Fire agencies.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT.

ATTACHMENT: 20260707_Adding_Fire_Resources_to_CFAA__01_RESO_RM

7. ACCEPTANCE OF GRANT FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FY 2026-27 IN THE AMOUNT OF $336,600

That City Council authorize the City Manager or his designee to execute all documents necessary to accept a 12-month grant in the amount of $336,600 from the California Office of Traffic Safety (OTS) for participation in the FY 2026-27 Selective Traffic Enforcement Program (STEP) Grant.

ATTACHMENT: Tentative Letter of Approval.pdf

8. A DONATION FROM KIMBERLY-CLARK FOUNDATION TO THE ONTARIO FIRE DEPARTMENT

That the City Council recognize a donation of $120,000 from the Kimberly-Clark Foundation.

9. AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH SWA GROUP, INC., AND KLEINFELDER, INC. AND AN AGREEMENT WITH KIZH NATION RESOURCES MANAGEMENT FOR THE ONTARIO GRAND PARK PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 5 to the Professional Services Agreement with SWA Group, Inc., of Laguna Beach, California, for additional engineering services for the Grand Park project in the amount of $116,400 for a total not-to-exceed contract amount of $6,819,396; and
B. Authorize the City Manager, or his designee, to execute Amendment No. 11 to the Professional Services Agreement with Kleinfelder, Inc., of Ontario, California, for on-call geotechnical and materials testing services for the Grand Park project in the amount of $71,780 for a total not-to-exceed agreement amount of $2,978,918; and
C. Authorize an Agreement with Kizh Nation Resources Management to monitor all groundwork to ensure the Native American Cultural Resources are properly mitigated per the approved Environmental Impact Report for a total not-to-exceed contract amount of $411,680; and
D. 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: Kleinfelder- Amendment No. 11.pdf
ATTACHMENT: Kizh Nation Agreement.pdf

ATTACHMENT: SWA Group, Inc. - Amendment No. 5.pdf

10. APPROVAL OF THE DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF22-002) AND MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ONTARIO AND PROLOGIS LP FOR INFRASTRUCTURE CONSTRUCTION ASSOCIATED WITH PARCEL MAP 20273, LOCATED BETWEEN GROVE AVENUE, CARPENTER AVENUE, EUCALYPTUS AVENUE, AND MERRILL AVENUE, WITHIN THE MERRILL COMMERCE CENTER SPECIFIC PLAN

That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF22-002) and Memorandum of Agreement between the City of Ontario and Prologis LP, located east of Grove Avenue, south of Eucalyptus Avenue, north of Merrill Avenue, and west of Carpenter Avenue, within the Merrill Commerce Center Specific Plan, and authorize the City Manager to execute the Agreement.

ATTACHMENT: PDIF22-002 Prologis PM 20273 DIF AGR Draft.pdf
ATTACHMENT: MOA Prologis Draft.pdf

11. APPROVAL OF THE DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF21-001, PDIF26-002, AND PDIF26-003) AND MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ONTARIO AND EUCLID LAND VENTURE LLC EUCLID LAND VENTURE 2 LLC AND GROVE LAND VENTURE FOR INFRASTRUCTURE CONSTRUCTION ASSOCIATED WITH PARCEL MAP 20016, LOCATED BETWEEN EUCLID AVENUE, GROVE AVENUE, EUCALYPTUS AVENUE, AND MERRILL AVENUE, WITHIN THE ONTARIO RANCH BUSINESS PARK SPECIFIC PLAN AND SOUTH ONTARIO LOGISTICS CENTER SPECIFIC PLAN

That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF21-001, PDIF26-002, AND PDIF26-003) and Memorandum of Agreement between the City of Ontario and Euclid Land Venture LLC, Euclid Land Venture 2, and Grove Land Venture for infrastructure construction associated with Parcel Map 20016, located east of Euclid Avenue, south of Eucalyptus Avenue, north of Merrill Avenue, and west of Grove Avenue, within the Ontario Ranch Business Park Specific Plan and South Ontario Logistics Center, and authorize the City Manager to execute the Agreements.

ATTACHMENT: PDIF21-001 Euclid Land Venture PM 20016 DIF AGR Draft.pdf
ATTACHMENT: MOA Euclid Land Venture Draft.pdf
ATTACHMENT: PDIF26-002 Euclid Land Venture 2 DIF AGR Draft.pdf
ATTACHMENT: MOA Euclid Land Venture 2 Draft.pdf
ATTACHMENT: PDIF26-003 Grove Land Venture PM 20161 DIF AGR Draft.pdf
ATTACHMENT: MOA Grove Land Venture Draft.pdf

12. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RMA GROUP AND AN AMENDMENT TO THE AGREEMENT WITH KIZH NATION RESOURCES MANAGEMENT FOR THE ONTARIO SPORTS EMPIRE PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 6 to the Professional Services Agreement with RMA Group, of Rancho Cucamonga, California, to

provide on-call geotechnical consulting, materials testing, and special inspection services for the Ontario Sports Empire project in the amount of $1,504,150 for a total not-to-exceed contract amount of $7,147,513; and

B. Authorize an extension to the Agreement with Kizh Nation Resources Management to monitor all groundwork to ensure that any Native American Cultural Resources are properly mitigated per the approved Environmental Impact Report for the Ontario Sports Empire project in the amount of $385,805 for a total not-to-exceed contract amount of $1,386,765.

ATTACHMENT: RMA Group- Amendment No. 6.pdf
ATTACHMENT: Kizh Nation- Contract Extension.pdf

13. AN ORDINANCE APPROVING A ZONING MAP AMENDMENT, FILE NO . PZC25-002

That the City Council consider and adopt an Ordinance approving a Zoning Map Amendment, File No. PZC25-002, to implement the Policy Plan Amendment.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC25-002, A CITYWIDE ZONING MAP AMENDMENT TO IMPLEMENT THE ONTARIO PLAN 2050 POLICY PLAN AMENDMENT, AND MAKING FINDINGS IN SUPPORT THEREOF.—APNS: 0110-072-25, 0110-081-06, 0110-081-07, 0113-282-15, 0216-174-16, 0216-174-17, 0216-214-05, 0216-214-06, 0216-214-07, 0216-311-08, 0216-311-09, 0216-312-08, 0216-312-09, 0216-312-10, 0216-313-01, 0216-313-03, 0216-313-04, 0216-313-05, 0216-313-06, 0216-313-07, 0216-313-09, 0216-314-01, 0216-314-03, 0216-314-04, 0216-314-05, 0216-314-07, 0216-314-08, 0216-314-09, 0216-321-01, 0216-321-02, 0216-321-03, 0216-321-06, 0216-321-07, 0216-322-01, 0216-322-02, 0216-322-10, 0218-102-10, 0218-102-11, 0218-111-06, 0218-111-08, 0218-111-09, 0218-111-10, 0218-111-11, 0218-111-50, 0218-111-67, 0218-111-68, 0218-111-69, 0218-121-01, 0218-121-02, 0218-121-03, 0218-121-04, 0218-121-05, 0218-121-06, 0218-122-01, 0218-122-02, 0218-122-03, 0218-122-04, 0218-122-06, 0218-122-08, 0218-122-09, 0218-122-10, 0218-181-11, 0218-181-16, 1049-101-01, 1049-101-02, 1049-101-04, 1049-101-05, 1049-101-06, 1049-101-07, 1049-101-08, 1049-101-09, 1049-101-10, 1049-101-11, 1049-101-12, 1049-101-13, 1049-101-14, 1049-101-15, 1049-101-16, 1049-101-17, 1049-101-18, 1049-101-29, 1049-101-30, 1049-101-31, 1049-101-32, 1049-101-33, 1049-101-34, 1049-101-35, 1049-101-36, 1049-101-37, 1049-101-38, 1049-101-39, 1049-101-40, 1049-131-01, 1049-131-02, 1049-131-03, 1049-131-04, 1049-131-08, 1049-131-09, 1049-131-18, 1049-131-19, 1049-131-20, 1049-131-21, 1049-131-22, 1049-161-01, 1049-161-24, 1049-161-25, 1049-171-05, 1049-171-06, 1049-171-07, 1052-151-05, 1052-151-09, 1052-151-10, 1052-151-11, 1052-161-03, 1053-111-01, 1053-111-03, 1053-111-04, 1053-171-01, 1053-171-04, 1053-171-06, 1053-171-07, 1053-181-01, 1053-181-02, 1053-191-01, 1053-191-02, 1053-201-01, 1053-281-08, 1053-301-01, 1053-301-02, 1053-311-01, 1053-311-02, 1053-321-01, 1053-321-02, 1053-321-03, 1053-331-02, 1053-331-04, 1053-341-01, 1053-341-02, 1053-351-02, 1053-361-02, 1053-371-01, 1053-391-01, 1053-411-01, 1053-421-01, 1053-421-02, 1053-511-01, 1053-511-05, 1053-511-06, 1053-511-07, 1053-511-08, 1053-521-01, 1053-521-02, 1053-531-01, 1053-531-04, 1053-541-01, 1053-551-01, 1053-571-01, 1053-571-02, 1053-581-03, 1053-581-04, 1053-591-01, 1053-591-02, 1053-601-01, 1053-601-02, 1053-601-03, 1053-601-04.

ATTACHMENT: 20260707_File_Nos._PGPA25-002___PZC25-002_PPA_2_ZC_ORD_A_RM

ATTACHMENT: 20260707_File_Nos._PGPA25-002___PZC25-002_PPA_3_ZC_ORD Attach.pdf

14. AN ORDINANCE APPROVING THE EUCALYPTUS BUSINESS PARK SPECIFIC PLAN, FILE NO. PSP24-003

That the City Council consider and adopt an Ordinance approving the Eucalyptus Business Park Specific Plan (File No. PSP24-003), 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".

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSP24-003, THE EUCALYPTUS BUSINESS PARK SPECIFIC PLAN, TO ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, DESIGN GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF 2,939,000 SQUARE FEET OF BUSINESS PARK DEVELOPMENT, 10,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT AND APPROXIMATELY 37 ACRES OF OPEN SPACE/PARKLAND ON APPROXIMATELY 189 ACRES OF LAND, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1053-531-01, 1053-531-02, 1053-531-03, 1053-531-04, 1053-541-01, 1053-541-02, 1053-551-01, 1053-371-01, 1053-371-02, 1053-581-03, 1053-581-04, 0216-321-01, 0216-321-02, 0216-321-06, 0216-321-07, 0216-322-01, 0216-322-02 AND 0216-322-10.

ATTACHMENT: File_No._PSP24-003_02_SP_Ordinance_RM
ATTACHMENT: File No. PSP24-003 03 SP.pdf
ATTACHMENT: File No. PSP24-003 04 COA.docx

PUBLIC HEARINGS

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

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15. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING A MITIGATED NEGATIVE DECLARATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND ADOPTING A RELATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT, AND APPROVING THE PROJECT; AWARD CONSTRUCTION CONTRACT TO ALL CITIES ENGINEERING, INC., A PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA GROUP, INC., AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH AKM CONSULTING ENGINEERS, INC., AND SMITH-EMERY LABORATORIES, INC., FOR THE EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT

That the City Council take the following actions:

A. Conduct a Public hearing on the Mitigated Negative Declaration in accordance with the California Environmental Quality Act and adopting a Related Mitigation Monitoring and Reporting Program for the Euclid Avenue Recycled Water System Project, and Approving the Project.
B. Consider and adopt a Resolution approving a Mitigated Negative Declaration in accordance with the California Environmental Quality Act and adopting a Related Mitigation Monitoring and Reporting Program for the Euclid Avenue Recycled Water System Project, and Approving the Project.
C. Approve the plans and specifications and award Contract No. UT1072 to All Cities Engineering, Inc., of Riverside, California, for the construction of the Euclid Avenue Recycled Water System Project, in the amount of $11,778,501 plus a 15% contingency of $1,766,775, for a total not-to-exceed amount of $13,545,276, a term of 450 calendar days after issuance of notice to proceed, and authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to agreements, assessments, easements, lot line adjustments, reduction of retention accounts, contracts and contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities to the project.
D. Approve and authorize the City Manager, or his designee, to execute a Professional Services Agreement for construction engineering services with Ardurra Group, Inc., of Newport Beach, California, for a total not-to-exceed amount of $936,902 and a term from July 7, 2026 to December 31, 2029.
E. Approve and authorize the City Manager, or his designee, to execute Amendment No. 3 to the On-Call Construction Management and Inspection Agreement with AKM Consulting Engineers, Inc., of Irvine, California, increasing the Agreement amount by $622,422 for a new total revised not-to-exceed amount of $2,875,952 and a term from June 4, 2024 through June 4, 2029.
F. Approve and authorize the City Manager, or his designee, to execute Amendment No. 3 to the On-Call Geotechnical and Material Testing Services Agreement with Smith-Emery Laboratories, Inc., of Los Angeles, California, increasing the Agreement amount by $124,095 for a new total revised not-to-exceed amount of $584,260 and a term from May 2, 2023 through May 2, 2028.
G. Reject the bid protest from Norstar Plumbing & Engineering, Inc., against All Cities Engineering, Inc., and Big Ben Engineering as without merit.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, ADOPTING A RELATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT AND APPROVING THE PROJECT.

ATTACHMENT: Attachment A to AR.pdf
ATTACHMENT: Euclid_Recycle_WaterSystems_Project_Reso_02_RM
ATTACHMENT: Attachment A Mitigated Negative Declaration_03.pdf
ATTACHMENT: Attachment A Mitigation Monitoring and Reporting Program_04.pdf
ATTACHMENT: CC with All Cities Engineer_01 AGMT.pdf

ATTACHMENT: PSA with Ardurra_01 AGMT.pdf
ATTACHMENT: Exhibit B Response to Ontario Bid No. 1978 Protest 4-16-26.pdf
ATTACHMENT: 1978- Norstar Plumbing and Engineering Inc Bid Protest.pdf
ATTACHMENT: 20260616 PSA with AKM Amendment No. 3_01 AGMT.pdf
ATTACHMENT: 20260616 PSA with Smith-Emery Amendment No. 3^_01 AGMT.pdf

16. A RESOLUTION DECLARING CITY-OWNED PROPERTY LOCATED AT 801 S. MOUNTAIN AVENUE (ASSESSOR'S PARCEL NO. 1011-382-09) AND 1045 W. MISSION BOULEVARD (ASSESSOR'S PARCEL NO. 1011-382-65) AS EXEMPT SURPLUS LAND FOR AFFORDABLE HOUSING DEVELOPMENT

That the Housing Authority adopt a Resolution declaring the two properties located at 801 S. Mountain, identified with Assessor's Parcel No. 1011-382-09 and 1045 W. Mission Boulevard, identified with Assessor's Parcel No. 1011-382-65, as Exempt Surplus Land pursuant to Government Code Section 54221 (f) (1)(F).

A RESOLUTION OF THE ONTARIO HOUSING AUTHORITY OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING A HOUSING AUTHORITY-OWNED LAND TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(F)(1)(F).

ATTACHMENT: Resolution_SLA_Exemption_-_OHA_RM

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

17. AMENDMENT OF TO SECTION 4-21.05 (A) ADMINISTRATIVE FINES, OF THE ONTARIO MUNICIPAL CODE PERTAINING TO MANAGING THE CITY'S RESPONSE TO FIREWORKS FEES AND FINES

That the City Council amend Section 4-21.05(a) Administrative Fines of the Ontario Municipal code relating to fines for illegal use of fireworks, pyrotechnic devices, explosives, destructive devices or their components and establishing the amount of the fees and fines set forth in this section shall be specified in the City Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING THE ADMINISTRATIVE FINES AS ESTABLISHED IN CHAPTER 21, TITLE 4, SUBSECTION (A) OF THE ONTARIO MUNICIPAL CODE THAT PROHIBIT THE POSSESSION, USE, STORAGE OR MANUFACTURE OF FIREWORKS, PYROTECHNIC DEVICES, EXPLOSIVES, DESTRUCTIVE DEVICES OR THEIR COMPONENTS AND ESTABLISHING ADMINISTRATIVE FINES FOR VIOLATIONS THEREOF.

ATTACHMENT: Amendment to Fireworks Pyrotechnic Devices Explosives Admin Fines ORD_RM

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)*
July 7, 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 54957.6, CONFERENCE WITH LABOR NEGOTIATORS
  City Negotiator: City Manager or his designees; Bargaining Units: Association of Ontario Management Employees (AOME), and American Federation of State, County & Municipal Employees Local 3061 (AFSCME)

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN's: 1054-051-01, 1054-051-02, 1054-061-01, 1054-061-02, 1054-251-01, 1054-251-02, 1054-301-01, 1054-301-02; 932-936; Southwest Corner of Bon View Avenue and Eucalyptus Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: County of San Bernardino; 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
JUNE 2, 2026
(Not Official Until Approved)

JOINT MEETINGS

The regular meetings of the Ontario City Council and Housing Authority were held on Tuesday, June 2, 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 6:00 p.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Mayor pro Tem/Vice Chair:	Alan D. Wapner
	Council/Authority Members:	Jim W. Bowman and Daisy Macias
TELECONFERENCE:		Debra Porada Hollis Quick Offices 288 S. Merrimack Rd. Hollis, NH 03049
ABSENT:	Council/Authority Members:	None

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

INFORMATION RELATIVE TO POSSIBLE CONFLICTS OF INTEREST

There were no conflicts of interest reported.

CLOSED SESSION

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

GC 54957.6, CONFERENCE WITH LABOR NEGOTIATORS
City Negotiator: City Manager or his designees; Bargaining Units: Ontario Police Officers Association, Ontario Police Management Group, Ontario Professional Firefighters Association Local 1430, Ontario Fire Management Group, Department Heads, Executives, AFSCME Local 3061, Teamsters Local 1932, Association of Management Employees, Confidential Group, and Part-time Employees.

OPEN MEETING CALLED TO ORDER

Mayor Leon reconvened the meetings at 6:39 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Marine Corps Private First-Class Josiah Arellano.

INVOCATION

Invocation was led by Senior Pastor Dr. Brian Kennedy from Mt. Zion Church of Ontario.

REPORT ON CLOSED SESSION

City Attorney Duran announced there was no reportable action.

SPECIAL CEREMONIES

TWENTY-SIXTH ANNUAL MODEL COLONY AWARDS

The City Council presented the 2026 “Model Colony” Awards for Historic Preservation.
Mayor Leon recessed the meetings at 6:56 p.m. and reconvened at 7:03 p.m.

PUBLIC COMMENT

Assistant City Clerk Isbell announced written communications:
Tori Mohmand, with a community event invitation.
Gary Littleton, with comments regarding Jay Littleton Ballpark.

Mayor Leon called upon the speakers:
Roxanna Gracia, announced upcoming events on behalf of Assembly Member Michelle Rodriguez’s office.
Elizabeth Willis, announced upcoming events on behalf of the Chino Basin Water Conservation District.
Natalie Tong, introduced herself as the new representative from State Senator Susan Rubio’s office.
Ron Price, spoke regarding traffic safety concerns on Euclid Avenue.
Tina Silva, gave a land acknowledgement and spoke regarding Immigration and Customs Enforcement concerns.
Chris Robles, spoke about the City budget.
Randy Bekendam, spoke about regenerative farming.
Tommy Mushegain, spoke regarding various topics.
Kizzee, spoke regarding various topics.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa had no announcements.

CONSENT CALENDAR

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by a roll call vote of 5-0, to approve the Consent Calendar as presented, with Item Nos. 16 and 22 pulled for a separate vote.

1. APPROVAL OF MINUTES

Approved minutes for the regular meetings of the City Council and Housing Authority of April 21, 2026, and regular meetings of the City Council, Housing Authority and Ontario Public Financing Authority of May 5, 2026, and approving same as on file in the Records Management Department.

2. BILL & PAYROLL

Approved Bills April 17, 2026 through May 14, 2026, in the amount of $183,534,229.23 and Payroll April 5, 2026 through May 2, 2026, in the amount of $12,125,396.49.

3. A CONSTRUCTION CONTRACT WITH GARCON CONSTRUCTION, INC. FOR THE REAP 2.0 - MISSION BOULEVARD SIDEWALK IMPROVEMENT PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a Construction Contract with Garcon Construction, Inc., of Ontario, California, for the REAP 2.0 - Mission Boulevard Sidewalk Improvement Project in the amount of $145,874, plus a 10% contingency of $14,587 for a total not-to-exceed contract amount of $160,461; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

4. A RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

The City Council authorized the City Manager, or his designee, to adopt a Resolution approving the Fiscal Year 2026-27 Project List for Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017.

RESOLUTION NO. 2026-031 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SENATE BILL 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

5. A SOLE SOURCE AGREEMENT FOR A LIBRARY CATALOGING TOOL SUBSCRIPTION, INTERLIBRARY LOAN MANAGEMENT TOOL SUBSCRIPTION, AND LICENSING OF E-BOOKS AND E-AUDIOBOOKS

The City Council authorized the City Manager, or his designee, to execute a three-year sole source agreement with OCLC, Inc. of Dublin, Ohio, with a not-to-exceed amount of $292,837.

6. AN AMENDMENT TO THE PUBLIC SERVICES AGREEMENT WITH PRIMA PARTNERS CONSULTING, INC. FOR STATE ADVOCACY SERVICES

The City Council authorized the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement with Prima Partners Consulting, Inc., for State Advocacy Services, in the amount of $120,000 for a new total not-to-exceed agreement amount of $240,000 and to extend the agreement for an additional one-year term.

7. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC. FOR FEDERAL ADVOCACY SERVICES

The City Council authorized the City Manager, or his designee, to execute the Amendment No. 2 to the Professional Services Agreement with Townsend Public Affairs, Inc., of Newport Beach, California, for Federal Advocacy Services in the amount of $84,000, increasing the total not-to-exceed agreement amount to $190,500 and to extend the agreement for an additional one-year term.

8. A CONSTRUCTION CONTRACT WITH TUNNELWORKS SERVICES, INC., FOR THE SEWER CURED-IN-PLACE PIPE (CIPP) LINING REHABILITATION PROJECT

The City Council took the following actions:

A. Approved the plans and specifications and awarded a Construction Contract with TunnelWorks Services, Inc., of Whittier, California, for Contract No. UT1080 Sewer Cured-In-Place Pipe (CIPP) Lining Rehabilitation Project in the amount of $3,180,240 plus a 15% contingency of $477,036, for a total not-to-exceed amount of $3,657,276 and a term of 365 calendar days after issuance of notice to proceed, and authorized the City Manager, or designee, to execute said contract and file a notice of completion at the conclusion of construction activities related to the project.
B. Rejected the bid protest from Performance Pipeline Technologies against Tunnelworks Services, Inc. as without merit.

9. AN AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH ENVISIO SOLUTIONS, INC. FOR PERFORMANCE MANAGEMENT AND STRATEGIC PLANNING SOFTWARE SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 4 to the Master Services Agreement with Envisio Solutions, Inc. for continued performance management and strategic planning software services in the amount of $170,625, increasing the total not-to-exceed agreement amount to $306,025 and extending the term through June 18, 2031.

10. GRANT FUNDING CONTINUATION FROM OMNITRANS MEASURE I FOR THE ONTARIO SILVER S.T.A.R.S. PROGRAM FOR 2026-2028

The City Council authorized the City Manager, or designee, to execute grant documents and accept a $1,156,851 Omnitrans Measure I continuation grant for July 2026 through June 2028 to fund the Ontario Silver S.T.A.R.S. Program.

11. AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE 20/20 NETWORK FOR STRATEGIC COMMUNICATIONS AND PUBLIC AFFAIRS CONSULTING

The City Council authorized the City Manager, or designee, to execute Amendment No. 3 to the Professional Services Agreement with Lambert 20/20 Communications, Inc., dba The 20/20 Network, of Claremont, California, for strategic communications and public affairs consulting services, in the amount of $60,000, for a revised total not-to-exceed contract amount of $352,000, and to extend the term through June 30, 2027.

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

The City Council authorized the City Manager, or his designee, to execute the renewal with Suitebriar, of Herdon, Virginia, for the use of the Asana Enterprise module in the amount of $496,125, for a three-year term plus a 5% contingency of $8,269 per year, for a total contract amount not to exceed $947,937.

13. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR DATA CONSULTING AND IMPLEMENTATION SERVICES WITH RESULTANT, LLC.

The City Council authorized the City Manager or his designee, to execute Amendment No. 1 to the Professional Services Agreement with Resultant, LLC of Indianapolis, Indiana, increasing the authorized contract amount by $200,000 for a total contract amount not to exceed $500,000 and an additional two-year term.

14. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL PARCEL MAP NO. 20526 LOCATED ON THE SOUTHEAST CORNER OF MISSION BOULEVARD AND SULTANA AVENUE

The City Council adopted a Resolution approving an Improvement Agreement, Improvement Security, and Final Parcel Map No. 20526, located on the southeast corner of Mission Boulevard and Sultana Avenue.

RESOLUTION NO. 2026-032 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL PARCEL MAP NO. 20526 GENERALLY LOCATED AT THE SOUTHEAST CORNER OF MISSION BOULEVARD AND SULTANA AVENUE.

15. A CONSTRUCTION CONTRACT FOR CITY'S BROADBAND FIBER CONDUIT INSTALLATION SERVING AREA 05 SYSTEM BUILD - PHASE I

The City Council took the following actions:

A. Approved Construction Contract No. BB-2026-001, FY 2025-26 City Fiber Conduit Installation - Serving Area 05 System Build - Phase I (on file in the Records Management Department), to Pramira, Inc. of Brea, California, to provide fiber optic conduit installation services in the amount of $893,779 plus a ten percent (10%) contingency of $89,378 for a total authorized expenditure of $983,157; and
B. Authorized the City Manager or designee to execute said contract and all documents required for the completion of the project, including, but not limited to, purchase orders, contracts, agreements, easements, reduction of retention accounts, and the filing of a Notice of Completion at the conclusion of all related work.

17. AN AGREEMENT WITH TRIMBLE INC, FOR TRIMBLE UNITY MAINTAIN WORK ORDER AND ASSET MANAGEMENT SYSTEM, FOR PUBLIC WORKS AND ONTARIO MUNICIPAL UTILITIES COMPANY

The City Council authorized the City Manager, or his designee, to execute the Trimble Unity Maintain work order and asset management system used by Public Works and Ontario Municipal Utilities Company (OMUC) with Trimble Inc, of Westminster, Colorado, for a total contract amount not-to-exceed $1,043,382 for a five-year term.

18. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SWA GROUP, INC., FOR THE ONTARIO MUSEUM OF HISTORY AND ART LANDSCAPE RENOVATION PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 1 to the Professional Services Agreement with SWA Group, Inc., of Laguna Beach, California, for on-call Landscape Architectural Services for the Ontario Museum of History and Art Landscape Renovation Project in the amount of $193,300 for a total not-to-exceed contract amount of $293,300 and extend the agreement for an additional one-year term; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts,

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

19. A GOODS AND SERVICES AGREEMENT WITH FLASHPARKING, INC. FOR THE VINEYARD PARKING STRUCTURE PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute a Goods and Services Agreement with Flashparking, Inc., of Austin, Texas, for the Vineyard Parking Structure Project in the amount of $213,154 plus a $15% contingency of $31,973, for a total not-to-exceed contract amount of $245,127 consistent with the terms and conditions of the Publicly Solicited Contract #PS24290; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

20. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ARDURRA GROUP, INC. FOR THE SPORTS COMPLEX OFFSITE IMPROVEMENTS PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 5 to the Design Services Agreement with Ardurra Group, Inc., of Newport Beach, California, for the Sports Complex Offsite Improvements Project in the amount of $664,696 for a total not-to-exceed contract amount of $5,776,771; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

21. A CONSTRUCTION CONTRACT WITH ELEGANT CONSTRUCTION INC., FOR THE MUSEUM NORTH WING GALLERY PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Construction Contract No. D&C23-009 with Elegant Construction Inc., of Irvine, California for the Museum North Wing Gallery project in the amount of $1,517,000 plus a 20% contingency of $303,400 for a total not-to-exceed contract amount of $1,820,400; and
B. Authorized the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts,

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

23. A PROFESSIONAL SERVICES AGREEMENT WITH NORTHPOINT CONSULTING, INC., FOR THE EVALUATION OF WASTEWATER AND RECYCLED WATER SERVICE ALTERNATIVES

The City Council authorized the City Manager, or designee, to execute the Professional Services Agreement with NorthPoint Consulting, Inc., of Arcata, California, for the Evaluation of Wastewater and Recycled Water Service Alternatives for a total not-to-exceed contract amount of $419,700 and a term from July 1, 2026 to December 31, 2027.

24. PROFESSIONAL SERVICES AGREEMENT WITH NOSSAMAN LLP FOR LEGAL AND TECHNICAL SERVICES PERTAINING TO WATER AND WASTEWATER MATTERS

The City Council authorized the City Manager, or designee, to execute a two-year Professional Services Agreement with Nossaman LLP of Los Angeles, California, for legal and technical services relating to sewer disposal, water supply, and water rights for a not-to-exceed contract amount of $3,700,000 for Fiscal Years 2026-27 and 2027-28 and a term from July 1, 2026 thru June 30, 2028.

25. A DESIGN SERVICES AGREEMENT WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC., FOR THE FEASIBILITY STUDY AND PRELIMINARY DESIGN REPORT OF THE JOHN GALVIN PARK WATER TREATMENT PLANT UPGRADES PROJECT

The City Council authorized the City Manager, or designee, to execute a Design Services Agreement with Pacific Advanced Civil Engineering, Inc. (PACE) of Fountain Valley, California, to provide professional engineering design services for the John Galvin Park Water Treatment Plant Upgrades Project, Contract No. UT1089, for an amount of $186,565 plus a 10% contingency of $18,657 for a total not-to-exceed amount of $205,222, and a term from June 2, 2026 to December 31, 2029.

ITEMS PULLEP FOR SEPARATE DISCUSSION

16. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES TO PUBLIC CLIENTS

The City Council authorized the City Manager, or his designee, to execute Amendment No. 1 to the Professional Services Agreement with All City Management Services, Inc., of Santa Fe Springs, California, for crossing guard services to extend the agreement by two additional one-year terms and increase the contract amount by $1,758,319, for a total not-to-exceed contract amount of $4,987,973.

Mayor Leon spoke on the importance of student safety. Council Member Porada commented on the partnership between the City and the Ontario Montclair School District. Mayor pro Tem Wapner spoke on costs being covered by the City and the importance of providing public safety.

MOTION: Moved by Mayor Leon, seconded by Council Member Porada and carried by a roll call vote of 5-0, to approve Amendment No. 1 to the Professional Services Agreement with All City Management Services, Inc., for crossing guard services.

22. JAY LITTLETON BALL PARK

The City Council authorized the City Manager, or his designee, to execute all required agreements and contracts to open Jay Littleton Ball Park for minimum baseball services.

Public Comment:

Carlos Lora, spoke in support.
Tina Silva, spoke in support.
Ken Braithwaite, spoke in support.
Chris Robles, spoke in support.
Gary Littleton, spoke in support.
Rudy Gomez, spoke in support.
Randy Bekendam, spoke in support.
Joe Vlietstra, spoke in support.
Kizzee, spoke in support.
Melina Boss, was inadvertently omitted.

City Council spoke regarding boundary requirements and affordability.

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada and carried by a roll call vote of 5-0, to authorize the City Manager, or his designee, to execute all required agreements and contracts to open Jay Littleton Ball Park for minimum baseball services.

PUBLIC HEARINGS

26. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA25-004) BETWEEN THE CITY OF ONTARIO, SLV LC CENTER LLC, HCW LC CENTER LLC, STRACK FARMS LAND LLC, RHV EDISON AVE LLC, MV EDISON AVE LLC, AND EPC HOLDINGS 938 LLC

The City Council introduced and waived further reading of an Ordinance approving a Development Agreement (File No. PDA25-004) between the City of Ontario, SLV LC Center LLC, HCW LC Center LLC, Strack Farms Land LLC, RHV Edison Ave LLC, MV Edison Ave LLC, and EPC Holdings 938 LLC.

ORDINANCE NO. 3334 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVE FILE NO. PDA25-004, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND SLV LC CENTER LLC, HCW LC CENTER LLC, STRACK FARMS LAND LLC, RHV EDISON AVE LLC, MV EDISON AVE LLC, AND EPC HOLDINGS 938, LLC TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP NO. 20779 (FILE NO. PMTT25-007), LOCATED ON THE NORTHWEST CORNER OF HAMNER AVENUE AND LADYBUG PASEO WITHIN PLANNING AREA 10A OF THE RICH-HAVEN SPECIFIC PLAN. (APN: 0218-211-40).

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

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

Council Member Macias left the chamber at 7:47 p.m. and returned to the dais at 7:49 p.m.

MOTION: Moved by Mayor pro Tem Wapner, seconded by Council Member Bowman, and carried by a roll call vote of 4-0, with Council Member Macias out, to introduce Ordinance No. 3334.

27. A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

The City Council took the following actions:

A. Adopted a Resolution of Formation of Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities), proposing that the community facilities district be authorized to levy a special tax and proposing that an appropriations limit of the community facilities district be established;
B. Adopted a Resolution deeming it necessary for the district to incur bonded indebtedness within Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities);
C. Adopted a Resolution calling a special election for City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities);
D. Adopted a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Introduced and waived further reading of an Ordinance levying special tax within City of Ontario Community Facilities District No. 77 (The Resort at Ontario Ranch Facilities);

F. Adopted a Resolution authorizing the execution and delivery of an acquisition and funding agreement with SL Ontario Development Company, LLC ("SLODC"); and
G. Adopted a Resolution making a declaration of official intent to reimburse expenditures for costs of facilities with bond proceeds and related actions.

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

Mayor Leon opened the public hearing and called on the speaker, Marty McBride who spoke in opposition. Hearing no one else, Mayor Leon closed the public hearing.

RESOLUTION NO. 2026-033 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES), PROPOSING THAT THE COMMUNITY FACILITIES DISTRICT BE AUTHORIZED TO LEVY A SPECIAL TAX AND PROPOSING THAT AN APPROPRIATIONS LIMIT OF THE COMMUNITY FACILITIES DISTRICT BE ESTABLISHED.

RESOLUTION NO. 2026-034 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES) TO INCUR BONDED INDEBTEDNESS.

RESOLUTION NO. 2026-035 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CALLING SPECIAL ELECTION FOR CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES).

MOTION: Moved by Council Member Bowman, seconded by Council Member Macias, and carried by a roll call vote of 5-0, to adopt Resolution Nos. 2026-033, 2026-034, and 2026-035.

City Clerk Mautz announced the ballots were in favor of the measure, resulting in all propositions passing.

RESOLUTION NO. 2026-036 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN.

ORDINANCE NO. 3335 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 77 (THE RESORT AT ONTARIO RANCH FACILITIES).

RESOLUTION NO. 2026-037 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AND FUNDING AGREEMENT WITH SL ONTARIO DEVELOPMENT COMPANY, LLC.

RESOLUTION NO. 2026-038 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, MAKING A DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR COSTS OF FACILITIES WITH BOND PROCEEDS AND RELATED ACTIONS.

MOTION: Moved by Council Member Porada, seconded by Council Member Bowman, and carried by a roll call vote of 5-0, to adopt Resolution Nos. 2026-036, 2026-037, and 2026-038 and introduce Ordinance No. 3335.

28. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION OF NECESSITY TO ACQUIRE BY EMINENT DOMAIN A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 1207 AND 1217 EAST HOLT BOULEVARD, CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS ASSESSOR'S PARCEL NOS. 0110-061-10 AND 0110-061-21 FOR THE GROVE AND HOLT HOUSING PROJECT

The City Council took the following actions:

A. Adopted a Resolution of Necessity for the Grove and Holt Housing Project and provide each party with an interest in the affected property, their attorneys or representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity;
B. Made the following findings as herein after described in this report:
   (1) The public interest and necessity require the proposed project;
   (2) The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
   (3) The real property to be acquired is necessary for the project;
   (4) The offers of just compensation have been made to the property owners; and
C. Adopted a Resolution of Necessity declaring that the acquisition by eminent domain of a fee simple interest in certain real property, more particularly described as Assessor's Parcel Nos. 0110-061-10 and 0110-061-21 (the "Property"), is necessary for the Grove and Holt Housing Project in Ontario, California (the "Project").

RESOLUTION NO. 2026-039 A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 1207 EAST HOLT BOULEVARD, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS ASSESSOR'S PARCEL NO. 0110-061-10-0000, FOR THE GROVE AND HOLT HOUSING PROJECT, IN ONTARIO, CALIFORNIA.

RESOLUTION NO. 2026-040 A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, FOR THE ACQUISITION BY EMINENT DOMAIN OF A FEE SIMPLE INTEREST IN CERTAIN REAL

PROPERTY LOCATED AT 1217 EAST HOLT BOULEVARD, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS ASSESSOR'S PARCEL NOS. 0110-061-21-0000, FOR THE BON VIEW AND HOLT HOUSING PROJECT, IN ONTARIO, CALIFORNIA.

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

Mayor Leon opened the public hearing and called upon Legal Counsel Mark Easter, to provide the nature, scope, and explanation of the property acquisition.

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

MOTION: Moved by Council Member Macias, seconded by Council Member Bowman, and carried by a roll call vote of 5-0, to adopt Resolution Nos. 2026-039 and 2026-040.

29. A PUBLIC HEARING TO RECEIVE AND RESPOND TO PUBLIC COMMENTS ON THE DRAFT 2025 URBAN WATER MANAGEMENT PLAN, DRAFT WATER SHORTAGE CONTINGENCY PLAN, AND RESOLUTIONS ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN

The City Council took the following actions:

A. Conducted a public hearing to receive and respond to Public Comments on the Draft 2025 Urban Water Management Plan and Draft Water Shortage Contingency Plan.
B. Adopted Resolutions adopting the 2025 Urban Water Management Plan and Water Shortage Contingency Plan.

RESOLUTION NO. 2026-041 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN (UWMP).

RESOLUTION NO. 2026-042 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A WATER SHORTAGE CONTINGENCY PLAN (WSCP).

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

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

MOTION: Moved by Council Member Bowman, seconded by Council Member Porada, and carried by a roll call vote of 5-0, to adopt Resolution Nos. 2026-041 and 2026-042.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION

30. A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF ONTARIO AND SAN BERNARDINO COUNTY

The City Council approved a Purchase and Sale Agreement for the property consisting of approximately 73.19 acres, located at the southwest corner of Bon View Avenue and Eucalyptus Avenue, and authorized the City Manager or his designee, to finalize and implement non-substantive revisions to the Purchase Agreement, and execute and implement any and all contracts, agreements, and other documents required to effectuate the Agreement.

There were no written communications for the item. Mayor Leon called on the speakers:

Tina Silva, in opposition.
Marty McBride, in opposition.
Chris Robles, in opposition.
Randy Bekendam, in opposition.
Karen May, in opposition.
Joaquin Castillejos, in opposition.
Marisela Contreras, in opposition.
Nancy Del Sol, in opposition.
Claudia Cuevas, in opposition.

Mayor Leon left the chamber at 8:14 p.m. and returned to the dais at 8:19 p.m.

Mayor Leon opened the item for Council discussion. Mayor pro Tem Wapner inquired about the transaction and City Manager Ochoa provided clarification.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Wapner and carried by a roll call vote of 5-0, to approve a Purchase and Sale Agreement for the property consisting of approximately 73.19 acres, located at the southwest corner of Bon View Avenue and Eucalyptus Avenue.

STAFF MATTERS

City Manager Ochoa had no updates.

COUNCIL MATTERS

Mayor pro Tem Wapner asked for concurrence to direct Staff to prepare a policy addressing reimbursement of City-incurred expenses in instances of non-attendance at approved events, conferences, or travel assignments.

Council Member Bowman had no comments.

Mayor Leon spoke regarding e-bike concerns.

Council Member Macias had no comments.

Council Member Porada had no comments.

ADJOURNMENT

Mayor Leon adjourned the meetings of the Joint Agencies at 8:41 p.m.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: David Zurita Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Khoi Do, Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: **A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY, AND FINAL TRACT MAP NO. 20526 LOCATED ON THE NORTHEAST CORNER OF HAVEN AVENUE AND CHINO AVENUE**

RECOMMENDATION: That the City Council adopt a Resolution approving an Improvement Agreement, Improvement Security, and Final Tract Map No. 20526, located on the northeast corner of Haven Avenue and Chino Avenue.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

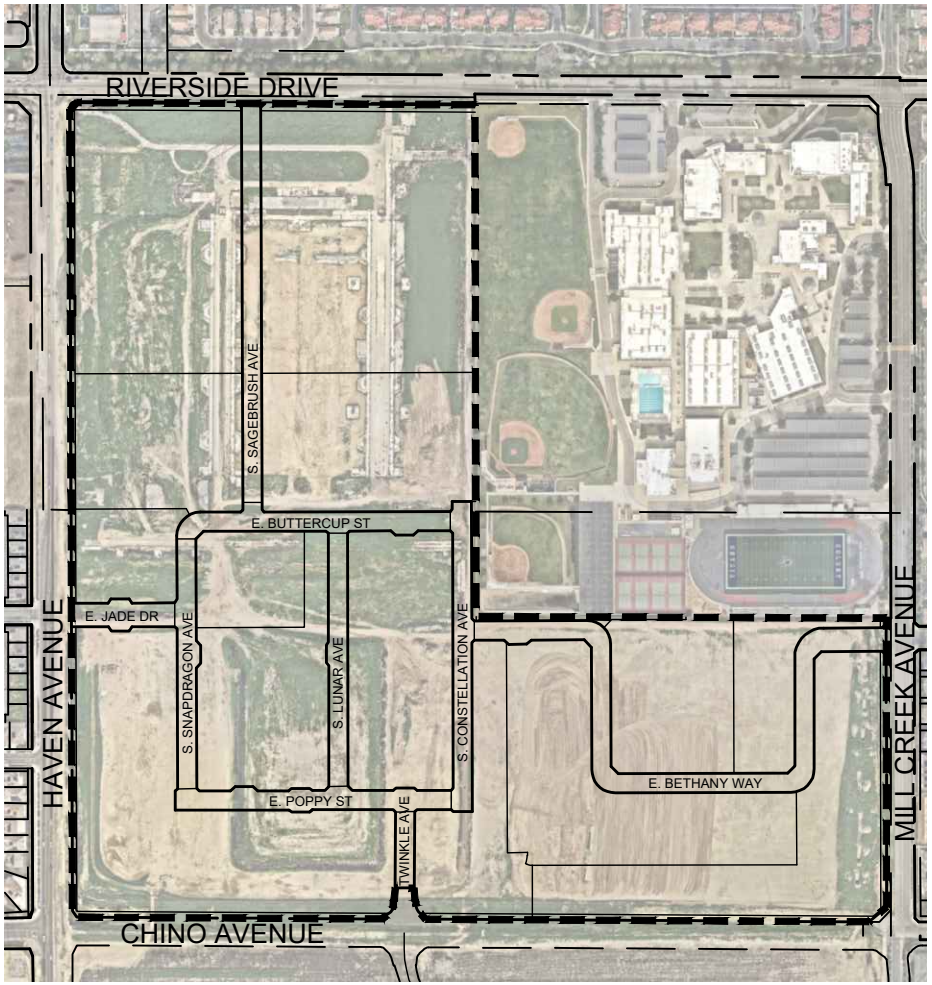
FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All public infrastructure improvements required for this project will be constructed by the Developer at its sole cost.

BACKGROUND & ANALYSIS: Richland Developers, Inc. ("Developer") has submitted Final Tract Map No. 20526, consisting of 12 numbered lots and 14 lettered lots on 90 acres of land, as shown on Exhibit A. Tentative Tract Map No. 20526 was approved by the Planning Commission on February 25, 2025.

The Final Tract Map improvements will include streets, traffic signals, sewer main, recycled water main, storm drain main, fiber optic conduits, and parkway landscape with irrigation. All landscape improvements will be consistent with the City's Landscape Development Guidelines and the Model Water Efficiency Landscape Ordinance.

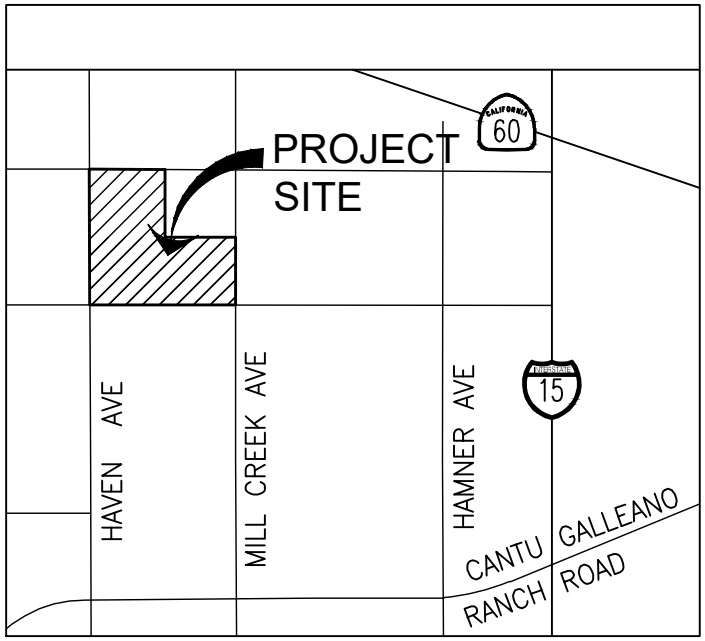
The Developer has executed an Improvement Agreement with the City for Final Tract Map No.

20526 and posted adequate security to ensure construction of the required improvements. This map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code and has been reviewed and approved by the City Engineer.



600' 0' 300' 600'

SCALE: 1" = 600'



VICINITY MAP

N.T.S.

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

EXHIBIT A

TRACT 20526
ONTARIO, CA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL TRACT MAP NO. 20526 GENERALLY LOCATED AT THE NORTHEAST CORNER OF HAVEN AVENUE AND CHINO AVENUE.

WHEREAS, Tentative Tract Map No. 20526, submitted by Richland Developers, Inc., was approved by the Planning Commission of the City of Ontario on February 25, 2025; and

WHEREAS, Tentative Tract Map No. 20526 consists of 12 numbered lots and 14 lettered lots, in the City of Ontario, County of San Bernardino, State of California, being a subdivision of the northwest quarter of Section 12, Township 2 South, Range 7 West San Bernardino base and meridian; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Tract Map No. 20526, Richland Developers, Inc. has offered the Improvement Agreement together with good and sufficient improvement security, in conformance with the City Attorney's approved format, for approval and execution by the City; and

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

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

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

3. That Final Tract Map No. 20526 be approved and that the City Clerk be authorized to execute the statement thereon on behalf of said City.

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

PASSED, APPROVED, AND ADOPTED this 7th day of July 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST, BEST & KREIGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that the foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at its regular meeting held July 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held July 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Community Improvement Prepared By: Angel Hamilton Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By: 	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

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

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

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

FISCAL IMPACT: The levy of special assessments will result in the recovery of $320,146.15 in costs that the City has expended for inspection or abatement of property violations, as well as the collection of $233,346.00 associated with civil penalties and/or fines for continued violations, for a total of $553,492.15 related to 844 parcels. When received, these reimbursements will be deposited into the General Fund. The Fiscal Year 2026-27 Adopted Budget includes special assessment revenue in the General Fund for these types of levies.

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

associated with the Systematic Health and Safety Inspection Program; the issuance of registration fees and civil penalties associated with the Abandoned and Distressed Property Program; the issuance of notice and re-inspection fees; and civil penalties for the Weed and Refuse Abatement Program on 4,644 parcels. Of these, there are remaining amounts due on 844 parcels. Attached are itemized accounts that include: 1) costs associated with inspection or abatement as shown in Exhibit A of the Resolution; 2) civil penalties and/or fines for continued violations as shown in Exhibit B of the Resolution; and 3) total amounts per parcel as shown in Exhibit C of the Resolution. The expenditure list, including all corrections, adjustments, and payments received prior to July 31, 2026, will be submitted to the County prior to the August 10th, 2026, deadline for its 2026/2027 tax rolls. All affected property owners were given notice of the imposition of special assessments via certified mail as provided in Ontario Municipal Code Section 1-4.05(a) and have either not requested an appeal or have exhausted the appellate procedure in Ontario Municipal Code Section 1-4.05(b).

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 7th day of July 2026.

_____
PAUL S. LEON, MAYOR

ATTEST:

_____
SHEILA MAUTZ, CITY CLERK

APPROVED AS TO LEGAL FORM:

_____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

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

I, SHEILA MAUTZ, City Clerk of the City of Ontario, DO HEREBY CERTIFY that the foregoing Resolution No. 2026- was duly passed and adopted by the City Council of the City of Ontario at its regular meeting held July 7, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held July 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

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

Parcel Number	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	153.00
0108-314-11	1646 E CAROLINE ST, Ontario, CA 91764	153.00
0108-403-02	1813 N DEL NORTE AV, Ontario, CA 91764	153.00
0108-404-01	1316 E SEVENTH ST, Ontario, CA 91764	108.00
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	153.00
0108-441-01	1430 N GROVE AV, Ontario, CA 91764	153.00
0108-443-04	1356 E LA DENEY DR, Ontario, CA 91764	153.00
0108-471-07	1571 E OLIVE ST, Unit:A, Ontario, CA 91764	306.00
0108-471-10	1818 N LEEDS AV, Ontario, CA 91764	153.00
0108-481-05	1668 E EIGHTH ST, Ontario, CA 91764	153.00
0108-493-26	1503 N MARIN AV, Ontario, CA 91764	108.00
0108-493-37	1521 N MARIPOSA AV, Ontario, CA 91764	108.00
0108-524-08	1343 N LAKE AV, Ontario, CA 91764	153.00
0108-551-08	1685 E FOURTH ST, Ontario, CA 91764	153.00
0108-551-52	1672 E HARVARD PL, Building:, Unit:A, Ontario, CA 91764	918.00
0108-571-22	1740 N BAKER AV, Ontario, CA 91764	102.00
0108-571-33	1638 E HIGHLAND ST, Ontario, CA 91764	153.00
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	668.80
0108-573-19	1750 N MADERA AV, Ontario, CA 91764	153.00
0108-592-14	1840 N BAKER AV, Ontario, CA 91764	153.00
0108-603-01	1601 N GLENN AV, Ontario, CA 91764	51.00
0108-603-07	1523 N GLENN AV, Ontario, CA 91764	153.00
0108-622-03	1818 N PLACER AV, Ontario, CA 91764	153.00
0108-622-08	1848 N PLACER AV, Ontario, CA 91764	153.00
0108-622-42	1829 N SACRAMENTO AV, Ontario, CA 91764	153.00
0110-013-65	1235 E D ST, Unit:16, Ontario, CA 91764	153.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	153.00
0110-021-06	1770 E D ST, Ontario, CA 91761	51.00
0110-021-17	338 N PLACER PRIVADO, Ontario, CA 91761	51.00
0110-021-25	332 N PLACER PRIVADO, Ontario, CA 91761	51.00
0110-042-06	1431 E NOCTA ST, Ontario, CA 91761	612.00
0110-042-16	1411 E ELMA CT, Unit:A, Ontario, CA 91761	612.00
0110-051-23	1223 E NOCTA ST, Ontario, CA 91761	51.00
0110-051-24	1217 E NOCTA ST, Ontario, CA 91761	102.00
0110-051-27	1206 E ELMA ST, Ontario, CA 91761	153.00
0110-051-28	1212 E ELMA ST, Ontario, CA 91761	153.00
0110-051-29	1218 E ELMA ST, Ontario, CA 91761	153.00
0110-051-30	1224 E ELMA ST, Ontario, CA 91761	153.00
0110-051-31	1230 E ELMA ST, Ontario, CA 91761	153.00
0110-051-32	1236 E ELMA ST, Ontario, CA 91761	153.00
0110-051-33	1242 E ELMA ST, Ontario, CA 91761	153.00

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

Parcel Number	Address	Amount Due
0110-051-34	1248 E ELMA ST, Ontario, CA 91761	153.00
0110-051-35	1254 E ELMA ST, Ontario, CA 91761	153.00
0110-051-36	1258 E ELMA ST, Ontario, CA 91761	153.00
0110-051-37	1257 E ELMA ST, Ontario, CA 91761	153.00
0110-051-38	1253 E ELMA ST, Ontario, CA 91761	153.00
0110-051-39	1247 E ELMA ST, Ontario, CA 91761	153.00
0110-051-40	1241 E ELMA ST, Ontario, CA 91761	153.00
0110-051-41	1235 E ELMA ST, Ontario, CA 91761	153.00
0110-051-42	1229 E ELMA ST, Ontario, CA 91761	153.00
0110-051-43	1223 E ELMA ST, Ontario, CA 91761	153.00
0110-051-44	1217 E ELMA ST, Ontario, CA 91761	153.00
0110-051-45	1211 E ELMA ST, Ontario, CA 91761	153.00
0110-051-46	1205 E ELMA ST, Ontario, CA 91761	153.00
0110-051-48	1210 E D ST, Ontario, CA 91761	306.00
0110-051-51	1228 E D ST, Ontario, CA 91761	306.00
0110-061-10	1201 E HOLT BL, Ontario, CA 91761	172.00
0110-061-23	1348 NOCTA ST E, Unit:1, Ontario, CA 91761	2,295.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	172.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	172.00
0110-072-20	156 N LASSEN PL, Ontario, CA 91761	204.00
0110-072-23	135 N LASSEN PL, Ontario, CA 91761	204.00
0110-153-10	756 N AMADOR AV, Ontario, CA 91764	51.00
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	172.00
0110-211-21	837 N DEL NORTE AV, Ontario, CA 91764	108.00
0110-254-32	406 IMPERIAL AV N, Unit:D, Ontario, CA 91764	51.00
0110-254-77	1433 E D ST, Unit:231, Ontario, CA 91764	9,282.00
0110-261-74	1741 E D ST, Ontario, CA 91764	153.00
0110-293-12	642 N GLENN CT, Ontario, CA 91764	153.00
0110-322-29	2545 E GUASTI RD, Ontario, CA 91761	172.00
0110-332-01	1802 E FOURTH ST, Unit:A, Ontario, CA 91764	612.00
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	612.00
0110-332-04	1820 E FOURTH ST, Unit:A, Ontario, CA 91764	612.00
0110-332-20	1039 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-332-21	1033 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-332-22	1027 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-332-24	1015 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	612.00
0110-332-25	1009 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-332-26	1003 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-334-08	1026 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-334-09	1032 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-334-10	1038 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	612.00

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

Parcel Number	Address	Amount Due
0110-342-14	1600 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-15	1696 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-16	1704 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-17	1710 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-18	1716 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-19	1722 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-20	1726 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-21	1732 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-22	1738 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-23	1744 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-24	1748 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-25	1754 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-26	1760 E FOURTH ST, Ontario, CA 91764	204.00
0110-343-03	1774 E FOURTH ST, Ontario, CA 91764	204.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	98.80
0110-351-05	1758 E GRANADA CT, Ontario, CA 91764	153.00
0110-362-06	1853 E JAY ST, Ontario, CA 91764	153.00
0110-365-02	935 N SACRAMENTO AV, Ontario, CA 91764	153.00
0110-374-12	864 N SAN DIEGO AV, Ontario, CA 91764	2,080.40
0110-374-14	857 N VINEYARD AV, Ontario, CA 91764	612.00
0110-374-15	851 N VINEYARD AV, Ontario, CA 91764	612.00
0110-381-03	1862 E GRANADA CT, Ontario, CA 91764	153.00
0110-411-73	1724 E G ST, Unit:C, Ontario, CA 91764	102.00
0110-412-26	1718 E FLORA ST, Unit:C, Ontario, CA 91764	153.00
0110-423-12	905 N HUMBOLDT AV, Ontario, CA 91764	153.00
0110-442-03	2056 E BULLETIN PRIVADO, Ontario, CA 91764	153.00
0110-482-14	1850 E FIFTH ST, Ontario, CA 91764	306.00
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	153.00
0113-211-18	1227 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-19	1225 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-21	1221 E AIRPORT DR, Ontario, CA 91761	51.00
0113-211-24	1229 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-25	1231 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-26	1233 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-27	1235 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-28	1237 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-395-15	2161 E MAPLE PRIVADO, Ontario, CA 91761	1,468.40
0113-415-05	1756 E ACACIA ST, Ontario, CA 91761	153.00
0113-415-06	1764 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-07	1768 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-08	1804 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00

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

Parcel Number	Address	Amount Due
0113-415-09	1806 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-10	1802 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-11	1766 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-24	1803 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-25	1807 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-26	1811 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-27	1809 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-28	1805 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-29	1801 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-31	1755 E ELM ST, Unit:A, Ontario, CA 91761	306.00
0113-491-74	2042 E FRANCIS ST, Building:1, Ontario, CA 91761	108.00
0113-533-12	2532 S BALBOA AV, Ontario, CA 91761	102.00
0113-541-12	2714 S PEBBLE BEACH CT, Ontario, CA 91761	153.00
0113-541-17	2707 S TAMARASK CT, Ontario, CA 91761	153.00
0113-541-24	1939 E BROOKSIDE DR, Ontario, CA 91761	153.00
0113-542-27	1927 E ST. ANDREWS DR, Ontario, CA 91761	153.00
0113-641-14	2171 S GROVE AV, Building:3, Unit:A, Ontario, CA 91761	108.00
0209-371-21	2027 E DEODAR ST, Ontario, CA 91764	153.00
0209-381-67	1542 N HACIENDA DR, Ontario, CA 91764	153.00
0209-424-35	1818 N SOLANO AV, Ontario, CA 91764	153.00
0210-182-60	0 N HAVEN AV, Ontario, CA 91764	172.00
0210-204-04	3519 E CONCOURS ST, Ontario, CA 91764	172.00
0210-204-07	0 E CONCOURS ST, Ontario, CA 91764	172.00
0210-211-36	3998 E INLAND EMPIRE BL, Building:1, Unit:400, Ontario, CA 91764	203.00
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	153.00
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	153.00
0210-301-38	1444 N BARRANCA AV, Ontario, CA 91764	153.00
0210-351-27	1938 E FIFTH ST, Ontario, CA 91764	153.00
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	153.00
0210-352-21	1928 E YALE ST, Unit:B, Ontario, CA 91764	153.00
0210-354-06	2043 E YALE ST, Ontario, CA 91764	153.00
0210-401-01	1015 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	5,355.00
0210-401-02	1017 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	7,344.00
0210-401-05	1001 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	6,426.00
0210-411-01	741 N CENTER AV, Unit:1, Ontario, CA 91764	612.00
0210-411-05	3241 E INLAND EMPIRE BL, Unit:1, Ontario, CA 91764	612.00
0210-411-09	3220 E TRIUMPH LN, Unit:1, Ontario, CA 91764	408.00
0210-411-30	3122 E TRIUMPH LN, Unit:1, Ontario, CA 91764	612.00
0210-411-41	730 N TURNER AV, Unit:1, Ontario, CA 91764	691.12
0210-421-04	3115 E JAGUAR WY, Ontario, CA 91764	612.00
0210-421-59	908 N TURNER AV, Building:7, Unit:42, Ontario, CA 91764	51.00

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Parcel Number	Address	Amount Due
0210-421-89	940 N TURNER AV, Building:12, Unit:72, Ontario, CA 91764	153.00
0210-422-18	968 N TURNER AV, Building:15, Unit:89, Ontario, CA 91764	153.00
0210-431-75	1054 N TURNER AV, Building:29, Unit:165, Ontario, CA 91764	153.00
0210-431-77	1054 N TURNER AV, Building:29, Unit:167, Ontario, CA 91764	102.00
0210-432-02	1048 N TURNER AV, Building:33, Unit:188, Ontario, CA 91764	153.00
0210-432-05	1048 N TURNER AV, Building:33, Unit:191, Ontario, CA 91764	51.00
0210-433-09	1002 N TURNER AV, Building:47, Unit:279, Ontario, CA 91764	153.00
0210-433-31	1012 N TURNER AV, Building:42, Unit:246, Ontario, CA 91764	153.00
0210-551-16	3351 E CENTRELAKE DR, Ontario, CA 91761	2,152.82
0210-601-12	1055 N SMIDERLE LP, Ontario, CA 91764	153.00
0210-632-52	2829 E VIA TERRANO, Ontario, CA 91764	153.00
0210-651-18	2985 E VIA CORVINA, Ontario, CA 91764	153.00
0211-232-38	0 S MILLIKEN AV, Ontario, CA 91761	280.00
0211-262-06	1651 S ARCHIBALD AV, Ontario, CA 91761	2,534.60
0211-275-39	3355 E CEDAR ST, Ontario, CA 91761	108.00
0211-321-28	0 N COMMON AREA, Ontario, CA 91761	172.00
0216-013-39	2362 S AUGUSTA PL, Ontario, CA 91761	153.00
0216-312-04	8455 E SCHAEFER AV, Ontario, CA 91761	1,560.07
0216-341-16	2522 S CALAVERAS PL, Ontario, CA 91761	3,124.65
0216-361-51	1476 E FAIRFIELD CT, Ontario, CA 91761	51.00
0216-361-67	1483 E FAIRFIELD CT, Ontario, CA 91761	153.00
0216-361-77	2424 S LAKE AV, Ontario, CA 91761	3,525.19
0216-391-23	2614 S WALKER AV, Ontario, CA 91761	153.00
0216-391-24	2620 S WALKER AV, Ontario, CA 91761	51.00
0216-401-22	1720 E OAK HILL CT, Ontario, CA 91761	153.00
0216-401-36	1738 E CHERRY HILL ST, Ontario, CA 91761	108.00
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	172.00
0216-411-20	1749 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	612.00
0216-411-22	1737 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	612.00
0216-411-26	1713 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	612.00
0216-411-28	1701 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	459.00
0216-421-16	1601 E OAK HILL CT, Ontario, CA 91761	153.00
0216-421-39	1520 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	204.00
0216-421-50	1622 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	612.00
0216-421-72	1501 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	408.00
0216-431-36	2525 S CASTLE HARBOUR AV, Ontario, CA 91761	153.00
0216-441-36	1302 E ST. ANDREWS ST, Ontario, CA 91761	153.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	153.00
0216-491-17	2924 S SANDPIPER AV, Ontario, CA 91761	102.00
0216-491-29	1438 E COTTONWOOD ST, Ontario, CA 91761	153.00
0218-462-72	3947 S OAKVILLE AV, Ontario, CA 91761	301.80

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Parcel Number	Address	Amount Due
0218-545-36	3262 S PORTSMOUTH LN, Ontario, CA 91761	153.00
0218-634-59	2774 E CORNWALL ST, Ontario, CA 91761	108.00
0218-751-54	2909 E BLACK HORSE DR, Ontario, CA 91761	153.00
0218-771-21	3708 S OLD ARCHIBALD RANCH RD, Ontario, CA 91761	3,612.10
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	153.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	102.00
0218-831-59	2901 E GREENBRIAR DR, Ontario, CA 91761	173.80
0218-842-04	3073 E CHAPARRAL ST, Ontario, CA 91761	153.00
0218-861-30	2902 E PALOMINO CT, Ontario, CA 91761	153.00
0218-862-34	3102 S ROCKY LN, Ontario, CA 91761	153.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	769.00
0218-901-10	3239 E THOROUGHBRED ST, Ontario, CA 91761	153.00
0238-012-30	5060 E FOURTH ST, Ontario, CA 91764	172.00
0238-012-31	5056 E FOURTH ST, Ontario, CA 91764	172.00
0238-042-18	4601 E GUASTI RD, Ontario, CA 91761	1,207.78
0238-081-67	5700 E AIRPORT DR, Unit:A, Ontario, CA 91761	108.00
1008-261-22	1522 N BOULDER AV, Ontario, CA 91762	51.00
1008-282-13	1352 W SIXTH ST, Ontario, CA 91762	51.00
1008-442-57	1419 N ELDERBERRY AV, Ontario, CA 91762	51.00
1008-442-62	0 W SIXTH ST, Ontario, CA 91762	172.00
1008-491-16	862 W BONNIE BRAE CT, Ontario, CA 91762	102.00
1008-503-04	947 W YALE ST, Ontario, CA 91762	153.00
1008-503-14	962 W PRINCETON ST, Ontario, CA 91762	153.00
1008-513-16	1000 W Fourth W, Ontario, CA 91762	172.00
1008-522-01	1000 W FOURTH ST, Building:2, Unit:B, Ontario, CA 91762	172.00
1008-522-03	1060 W FOURTH ST, Ontario, CA 91762	172.00
1008-552-04	1324 W HARVARD PL, Ontario, CA 91762	153.00
1008-712-02	1307 N ELDERBERRY AV, Ontario, CA 91762	153.00
1008-712-07	1317 ELDERBERRY AV N, Ontario, CA 91762	153.00
1010-113-20	960 N OAKS AV, Ontario, CA 91762	153.00
1010-121-09	1111 W J ST, Ontario, CA 91762	153.00
1010-131-04	1005 N BEGONIA AV, Ontario, CA 91762	917.48
1010-131-08	1222 W J ST, Ontario, CA 91762	612.00
1010-131-09	1228 W J ST, Ontario, CA 91762	4.00
1010-131-16	1265 W ROSEWOOD CT, Ontario, CA 91762	408.00
1010-131-23	1223 W ROSEWOOD CT, Ontario, CA 91762	612.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	459.00
1010-131-25	1209 W ROSEWOOD CT, Ontario, CA 91762	612.00
1010-154-21	956 W I ST, Ontario, CA 91762	153.00
1010-173-18	840 W EL MORADO CT, Ontario, CA 91762	153.00
1010-181-23	1016 W EL MORADO CT, Ontario, CA 91762	459.00

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Parcel Number	Address	Amount Due
1010-182-03	743 N PALMETTO AV, Ontario, CA 91762	153.00
1010-182-07	1029 W EL MORADO CT, Ontario, CA 91762	765.00
1010-182-08	1023 W EL MORADO CT, Ontario, CA 91762	459.00
1010-182-25	932 W G ST, Ontario, CA 91762	153.00
1010-191-15	827 parkside N, Ontario, CA 91764	1,428.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	918.00
1010-191-18	813 N PALMETTO AV, Ontario, CA 91762	918.00
1010-191-20	1048 W H ST, Ontario, CA 91762	172.00
1010-191-30	1025 W I ST, Ontario, CA 91762	349.00
1010-191-45	1048 W H ST, Ontario, CA 91762	3,881.87
1010-192-16	1023 W GRANADA CT, Ontario, CA 91762	306.00
1010-201-01	1161 W I ST, Unit:1, Ontario, CA 91762	1,530.00
1010-201-02	1145 W I ST, Unit:1, Ontario, CA 91762	2,295.00
1010-234-05	1521 W H ST, Ontario, CA 91762	102.00
1010-413-02	1543 W FLORA ST, Ontario, CA 91762	153.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	153.00
1010-433-12	1356 W FAWN ST, Ontario, CA 91762	153.00
1010-443-13	431 N ELDERBERRY AV, Ontario, CA 91762	153.00
1010-445-22	455 N CAMELLIA AV, Ontario, CA 91762	301.80
1010-452-15	510 N BEGONIA AV, Ontario, CA 91762	153.00
1010-461-11	511 N PALMETTO AV, Ontario, CA 91762	15,657.00
1010-464-01	1004 W E ST, Ontario, CA 91762	306.00
1010-465-06	1007 W F ST, Ontario, CA 91762	459.00
1010-466-05	1027 W G ST, Unit:1, Ontario, CA 91762	510.00
1010-466-06	1019 W G ST, Unit:1, Ontario, CA 91762	510.00
1010-501-53	133 N ALPINE CT, Ontario, CA 91762	153.00
1010-501-63	161 N ALPINE CT, Ontario, CA 91762	153.00
1010-511-18	945 W D ST, Ontario, CA 91762	153.00
1010-512-44	1044 W VESTA ST, Unit:B, Ontario, CA 91762	153.00
1010-521-05	312 N CAMELLIA AV, Unit:A, Ontario, CA 91762	408.00
1010-521-07	1155 W D ST, Unit:A, Ontario, CA 91762	79.12
1010-521-08	1147 W D ST, Unit:A, Ontario, CA 91762	612.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	612.00
1010-521-17	210 N BEGONIA AV, Unit:A, Ontario, CA 91762	612.00
1010-521-36	1156 W STONERIDGE CT, Unit:A, Ontario, CA 91762	612.00
1010-521-40	1130 W STONERIDGE CT, Unit:A, Ontario, CA 91762	510.00
1010-522-02	1161 W STONERIDGE CT, Ontario, CA 91762	306.00
1010-522-16	1165 W STONERIDGE CT, Unit:A, Ontario, CA 91762	306.00
1010-543-29	1307 W STONERIDGE CT, Unit:A, Ontario, CA 91762	153.00
1010-551-13	1536 W STONERIDGE CT, Unit:A, Ontario, CA 91762	918.00
1010-552-26	1425 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,836.00

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Parcel Number	Address	Amount Due
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	172.00
1011-361-23	0 W MISSION BL, Ontario, CA 91762	172.00
1011-361-28	1505 W MISSION BL, Ontario, CA 91762	306.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	153.00
1011-381-33	821 S MAGNOLIA AV, Unit:A, Ontario, CA 91762	153.00
1011-382-57	862 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-59	858 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	153.00
1011-394-07	819 S COPPER PRIVADO, Ontario, CA 91762	51.00
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	153.00
1011-401-27	1031 S PALMETTO AV, Building:S, Unit:4, Ontario, CA 91762	153.00
1011-401-68	1031 S PALMETTO AV, Building:R, Unit:1, Ontario, CA 91762	153.00
1011-411-16	914 S MOUNTAIN AV, Unit:D, Ontario, CA 91762	153.00
1011-411-30	906 S MOUNTAIN AV, Unit:B, Ontario, CA 91762	153.00
1011-415-12	1068 W RALSTON ST, Ontario, CA 91762	153.00
1011-415-24	951 S MOUNTAIN AV, Ontario, CA 91762	153.00
1011-415-30	963 S MOUNTAIN AV, Ontario, CA 91762	153.00
1011-421-11	0 S ELDERBERRY AV, Ontario, CA 91762	172.00
1011-421-12	0 S ELDERBERRY AV, Ontario, CA 91762	172.00
1011-421-38	1022 S MAGNOLIA AV, Ontario, CA 91762	306.00
1011-544-03	1114 W RALSTON ST, Ontario, CA 91762	459.00
1011-544-07	1138 W RALSTON ST, Ontario, CA 91762	459.00
1011-552-04	1224 S CYPRESS AV, Unit:D, Ontario, CA 91762	102.00
1011-552-09	1222 S CYPRESS AV, Unit:C, Ontario, CA 91762	153.00
1011-554-30	1112 S CYPRESS AV, Unit:22, Ontario, CA 91762	51.00
1011-554-35	1112 S CYPRESS AV, Unit:27, Ontario, CA 91762	51.00
1011-554-36	1112 S CYPRESS AV, Unit:28, Ontario, CA 91762	51.00
1011-563-17	1309 S BOULDER AV, Ontario, CA 91762	153.00
1011-571-51	1150 W PHILLIPS ST, Unit:236, Ontario, CA 91762	153.00
1011-572-10	1046 W ECLIPSE CT, Ontario, CA 91762	153.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	153.00
1011-573-07	1327 S PINE AV, Ontario, CA 91762	153.00
1014-141-32	1439 S PINE AV, Ontario, CA 91762	153.00
1014-141-71	1045 W JACARANDA ST, Ontario, CA 91762	153.00
1014-152-07	1444 S CYPRESS AV, Ontario, CA 91762	153.00
1014-152-20	846 W CHESTNUT ST, Ontario, CA 91762	79.12
1014-162-04	1539 S PALMETTO AV, Ontario, CA 91762	51.00
1014-171-13	945 W LOCUST ST, Ontario, CA 91762	51.00
1014-173-17	1646 S CYPRESS AV, Ontario, CA 91762	243.40

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Parcel Number	Address	Amount Due
1014-191-17	1034 W MAPLE CT, Ontario, CA 91762	153.00
1014-201-18	1602 S MOUNTAIN AV, Unit:E, Ontario, CA 91762	153.00
1014-201-24	1604 S MOUNTAIN AV, Unit:E, Ontario, CA 91762	153.00
1014-211-13	1320 W FRANCIS ST, Ontario, CA 91762	153.00
1014-221-08	1630 S MAGNOLIA AV, Ontario, CA 91762	153.00
1014-221-20	1618 S ELDERBERRY CT, Ontario, CA 91762	108.00
1014-421-18	1844 S HELEN AV, Ontario, CA 91762	172.00
1014-441-25	1387 FRANCIS ST W, Ontario, CA 91762	557.80
1014-462-40	1915 S MOUNTAIN AV, Unit:10, Ontario, CA 91762	153.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	153.00
1014-471-35	1119 W FRANCIS ST, Unit:E, Ontario, CA 91762	153.00
1014-472-10	1860 S PALMETTO AV, Ontario, CA 91762	1,683.00
1014-472-27	1053 W FRANCIS ST, Unit:B, Ontario, CA 91762	153.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	153.00
1014-472-77	1025 W FRANCIS ST, Unit:1, Ontario, CA 91762	2,499.00
1014-512-41	926 W PHILADELPHIA ST, Building:J, Unit:53, Ontario, CA 91762	102.00
1014-521-25	1134 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1014-521-37	1164 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1014-521-61	2147 S MAGNOLIA AV, Ontario, CA 91762	102.00
1014-523-20	2066 S MOUNTAIN AV, Ontario, CA 91762	153.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	172.00
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	153.00
1014-571-12	2049 S BENSON AV, Ontario, CA 91762	306.00
1014-591-04	1608 W PHILADELPHIA ST, Ontario, CA 91762	172.00
1014-591-05	1624 W PHILADELPHIA ST, Ontario, CA 91762	172.00
1015-121-13	2204 S FUCHSIA AV, Ontario, CA 91762	153.00
1015-122-13	2204 S ELDERBERRY AV, Ontario, CA 91762	51.00
1015-131-64	1137 W PINEWOOD LN, Ontario, CA 91762	153.00
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	153.00
1047-141-62	1147 E SEVENTH ST, Ontario, CA 91764	153.00
1047-142-05	1219 E SEVENTH ST, Ontario, CA 91764	153.00
1047-142-06	1213 E SEVENTH ST, Ontario, CA 91764	153.00
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	172.00
1047-171-15	1025 E DEODAR ST, Unit:1, Ontario, CA 91764	2,448.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	918.00
1047-172-19	947 E SIXTH ST, Ontario, CA 91764	153.00
1047-201-04	820 E RICHLAND ST, Ontario, CA 91764	612.00
1047-214-04	1541 N PLEASANT AV, Ontario, CA 91764	51.00
1047-251-02	1521 N EUCLID AV, Ontario, CA 91762	172.00
1047-301-23	740 W LA DENEY DR, Ontario, CA 91762	153.00
1047-331-04	120 W BONNIE BRAE CT, Ontario, CA 91762	306.00

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Parcel Number	Address	Amount Due
1047-371-12	634 E HAWTHORNE ST, Ontario, CA 91764	153.00
1047-392-07	1436 N MARCELLA CT, Ontario, CA 91764	153.00
1047-393-12	1424 N HOPE AV, Ontario, CA 91764	153.00
1047-401-04	718 E HAWTHORNE ST, Ontario, CA 91764	153.00
1047-411-20	1015 E FIFTH ST, Ontario, CA 91764	153.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	153.00
1047-424-41	1034 E SIXTH ST, Unit:901, Ontario, CA 91764	153.00
1047-424-43	1034 E SIXTH ST, Unit:903, Ontario, CA 91764	153.00
1047-424-58	1034 E SIXTH ST, Unit:1201, Ontario, CA 91764	153.00
1047-432-04	1140 E SIXTH ST, Ontario, CA 91764	408.00
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	577.20
1047-432-20	1407 N VIRGINIA AV, Ontario, CA 91764	306.00
1047-433-02	1406 N VIRGINIA AV, Ontario, CA 91764	369.93
1047-433-04	1416 N VIRGINIA AV, Ontario, CA 91764	153.00
1047-433-08	1436 N VIRGINIA AV, Ontario, CA 91764	306.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	691.12
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	612.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	2,403.00
1047-462-08	1212 E PRINCETON ST, Ontario, CA 91764	561.00
1047-462-17	1203 E FOURTH ST, Ontario, CA 91764	306.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	153.00
1047-473-04	1142 N COUNCIL AV, Ontario, CA 91764	51.00
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	98.80
1047-483-22	1053 E YALE ST, Ontario, CA 91764	51.00
1047-493-13	837 E YALE ST, Ontario, CA 91764	153.00
1047-502-22	715 E FOURTH ST, Ontario, CA 91764	612.00
1047-502-23	705 E FOURTH ST, Unit:1, Ontario, CA 91764	1,071.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	153.00
1047-521-62	565 E YALE ST, Ontario, CA 91764	173.80
1047-571-47	609 W FIFTH ST, Ontario, CA 91762	51.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	153.00
1048-011-27	720 W ROSEWOOD CT, Ontario, CA 91762	153.00
1048-013-10	709 W BERKELEY CT, Ontario, CA 91762	153.00
1048-022-30	640 W J ST, Ontario, CA 91762	153.00
1048-041-04	407 W J ST, Ontario, CA 91762	1,224.00
1048-041-09	331 W J ST, Ontario, CA 91762	153.00
1048-041-19	404 W I ST, Ontario, CA 91762	153.00
1048-041-25	936 N VINE AV, Unit:1, Ontario, CA 91762	1,224.00
1048-041-29	418 W I ST, Unit:A, Ontario, CA 91762	765.00
1048-043-01	213 W J ST, Ontario, CA 91762	153.00
1048-052-06	1043 N EUCLID AV, Unit:A, Ontario, CA 91762	918.00

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Parcel Number	Address	Amount Due
1048-052-14	132 W J ST, Ontario, CA 91762	172.00
1048-052-26	125 W FOURTH ST, Unit:1, Ontario, CA 91762	2,091.00
1048-061-28	117 E ROSEWOOD CT, Ontario, CA 91764	153.00
1048-062-10	222 E ROSEWOOD CT, Ontario, CA 91764	306.00
1048-064-23	305 E J ST, Ontario, CA 91764	204.00
1048-081-33	641 E PLAZA SERENA ST, Ontario, CA 91764	593.00
1048-091-01	1050 N SULTANA AV, Ontario, CA 91764	173.80
1048-091-10	560 E FOURTH ST, Unit:A, Ontario, CA 91764	306.00
1048-101-12	1049 N BERLYN AV, Ontario, CA 91764	681.40
1048-102-20	711 E J ST, Unit:A, Ontario, CA 91764	153.00
1048-102-21	709 E J ST, Ontario, CA 91764	153.00
1048-103-19	851 E J ST, Ontario, CA 91764	108.00
1048-111-01	706 E J ST, Ontario, CA 91764	153.00
1048-111-16	753 E PLAZA SERENA ST, Ontario, CA 91764	153.00
1048-112-03	814 E J ST, Ontario, CA 91764	153.00
1048-121-08	1069 E I ST, Ontario, CA 91764	153.00
1048-124-19	1046 E I ST, Ontario, CA 91764	153.00
1048-131-15	1024 E FOURTH ST, Ontario, CA 91764	108.00
1048-131-21	1046 E FOURTH ST, Ontario, CA 91764	108.00
1048-134-04	1068 E J ST, Ontario, CA 91764	153.00
1048-172-22	801 N CUCAMONGA AV, Ontario, CA 91764	51.00
1048-181-13	1006 E GRANADA CT, Ontario, CA 91764	153.00
1048-191-08	717 N HOLMES AV, Ontario, CA 91764	91.00
1048-202-06	712 E H ST, Ontario, CA 91764	290.60
1048-234-12	662 E EL MORADO CT, Ontario, CA 91764	306.00
1048-241-07	210 E H ST, Ontario, CA 91764	306.00
1048-252-05	132 E GRANADA CT, Ontario, CA 91764	459.00
1048-261-21	119 W I ST, Ontario, CA 91762	459.00
1048-261-44	423 W I ST, Ontario, CA 91762	459.00
1048-262-38	220 W H ST, Ontario, CA 91762	714.00
1048-271-44	744 N VINE AV, Ontario, CA 91762	102.00
1048-271-46	207 W H ST, Unit:102B, Ontario, CA 91762	10,302.00
1048-281-04	741 N VINE AV, Ontario, CA 91762	153.00
1048-282-15	740 N SAN ANTONIO AV, Ontario, CA 91762	153.00
1048-301-20	766 W GRANADA CT, Ontario, CA 91762	153.00
1048-303-07	740 W EL MORADO CT, Ontario, CA 91762	153.00
1048-312-10	603 N SAN ANTONIO AV, Ontario, CA 91762	306.00
1048-332-06	535 W FLORA ST, Ontario, CA 91762	612.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	153.00
1048-332-14	506 W D ST, Unit:A, Ontario, CA 91762	765.00
1048-332-25	404 N BEVERLY SQ, Ontario, CA 91762	153.00

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

Parcel Number	Address	Amount Due
1048-341-15	428 W F ST, Building:1, Ontario, CA 91762	153.00
1048-343-02	419 W E ST, Ontario, CA 91762	2,957.00
1048-343-10	412 W D ST, Ontario, CA 91762	153.00
1048-365-01	204 E F ST, Ontario, CA 91764	102.00
1048-366-12	203 E F ST, Ontario, CA 91764	408.00
1048-371-06	328 E G ST, Ontario, CA 91764	153.00
1048-372-04	318 E F ST, Unit:2, Ontario, CA 91764	459.00
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	153.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	306.00
1048-372-13	309 E E ST, Ontario, CA 91764	306.00
1048-373-13	416 N PLUM AV, Ontario, CA 91764	459.00
1048-374-05	422 E E ST, Ontario, CA 91764	153.00
1048-374-06	428 E E ST, Ontario, CA 91764	765.00
1048-376-11	421 E F ST, Ontario, CA 91764	306.00
1048-392-14	647 E E ST, Building:1, Unit:101, Ontario, CA 91764	372.80
1048-393-07	542 E E ST, Ontario, CA 91764	459.00
1048-394-08	636 E ST E, Ontario, CA 91764	51.00
1048-394-20	643 E D ST, Unit:A, Ontario, CA 91764	102.00
1048-401-02	757 E E ST, Ontario, CA 91764	153.00
1048-401-13	703 E E ST, Ontario, CA 91764	108.00
1048-402-16	753 E D ST, Ontario, CA 91764	459.00
1048-402-24	711 E D ST, Ontario, CA 91764	459.00
1048-402-25	709 E D ST, Ontario, CA 91764	204.00
1048-404-02	835 E E ST, Unit:A, Ontario, CA 91764	204.00
1048-404-03	829 E E ST, Unit:A, Ontario, CA 91764	306.00
1048-404-04	825 E E ST, Unit:A, Ontario, CA 91764	306.00
1048-411-04	622 N CAMPUS AV, Ontario, CA 91764	153.00
1048-411-26	729 E F ST, Ontario, CA 91764	459.00
1048-412-04	716 F ST E, Ontario, CA 91764	204.00
1048-413-03	812 E F ST, Ontario, CA 91764	153.00
1048-421-23	965 E F ST, Ontario, CA 91764	153.00
1048-431-02	1041 E D ST, Ontario, CA 91764	306.00
1048-432-27	1012 E G ST, Ontario, CA 91764	153.00
1048-432-30	613 N HOLMES AV, Ontario, CA 91764	306.00
1048-432-42	441 N HOLMES AV, Ontario, CA 91764	186.40
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	306.00
1048-442-34	1116 E G ST, Unit:1, Ontario, CA 91764	918.00
1048-451-14	417 N GROVE AV, Unit:A, Ontario, CA 91764	306.00
1048-451-24	504 N PARKSIDE AV, Ontario, CA 91764	408.00
1048-461-03	1082 E D ST, Ontario, CA 91761	153.00
1048-462-08	1115 E NOCTA ST, Unit:A, Ontario, CA 91761	459.00

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

Parcel Number	Address	Amount Due
1048-462-10	1107 E NOCTA ST, Unit:A, Ontario, CA 91761	77.38
1048-463-03	1140 E D ST, Ontario, CA 91761	306.00
1048-463-52	1163 E NOCTA ST, Ontario, CA 91761	408.00
1048-471-02	1092 E NOCTA ST, Ontario, CA 91761	612.00
1048-471-24	1072 E NOCTA ST, Unit:1, Ontario, CA 91761	2,448.00
1048-472-07	140 N VIRGINIA AV, Ontario, CA 91761	153.00
1048-481-16	958 E NOCTA ST, Unit:A, Ontario, CA 91761	306.00
1048-481-21	1014 E NOCTA ST, Ontario, CA 91761	306.00
1048-491-01	906 E D ST, Building:3, Ontario, CA 91761	102.00
1048-491-45	933 E ELMA ST, Ontario, CA 91761	612.00
1048-492-10	950 E ELMA ST, Ontario, CA 91761	306.00
1048-492-56	306 N ALLYN AV, Ontario, CA 91761	153.00
1048-492-57	312 N ALLYN AV, Ontario, CA 91761	153.00
1048-504-08	840 E D ST, Ontario, CA 91761	153.00
1048-504-16	809 E ELMA ST, Ontario, CA 91761	306.00
1048-505-18	803 E NOCTA ST, Ontario, CA 91761	102.00
1048-505-19	312 N BERLYN AV, Ontario, CA 91761	102.00
1048-511-17	804 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-18	808 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-19	812 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-20	818 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-21	824 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-22	828 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-23	834 E NOCTA ST, Ontario, CA 91761	102.00
1048-511-28	837 E WILLOW ST, Ontario, CA 91761	51.00
1048-511-29	829 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-30	823 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-31	817 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-32	811 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-33	807 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-34	803 E WILLOW ST, Ontario, CA 91761	153.00
1048-512-17	745 E HOLT BL, Ontario, CA 91761	306.00
1048-521-06	529 E SIERRA CT, Ontario, CA 91764	459.00
1048-521-10	509 E SIERRA CT, Ontario, CA 91764	153.00
1048-523-02	546 NOCTA ST E, Ontario, CA 91761	102.00
1048-523-23	132 N PLEASANT AV, Ontario, CA 91761	306.00
1048-523-24	140 N PLEASANT AV, Ontario, CA 91761	153.00
1048-531-04	516 E D ST, Unit:A, Ontario, CA 91761	306.00
1048-532-15	565 E NOCTA ST, Ontario, CA 91761	51.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91761	306.00
1048-534-18	643 E NOCTA ST, Ontario, CA 91761	153.00

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

Parcel Number	Address	Amount Due
1048-534-19	222 N MIRAMONTE AV, Ontario, CA 91761	153.00
1048-561-07	303 N LAUREL AV, Ontario, CA 91762	204.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	1,479.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	903.80
1048-571-01	425 W D ST, Ontario, CA 91762	102.00
1048-571-05	405 W D ST, Unit:A, Ontario, CA 91762	306.00
1048-572-01	427 W C ST, Unit:A, Ontario, CA 91762	612.00
1048-572-09	412 W B ST, Unit:A, Ontario, CA 91762	459.00
1048-573-04	121 N FERN AV, Unit:1, Ontario, CA 91762	663.00
1048-574-03	319 W B ST, Ontario, CA 91762	459.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,377.00
1048-575-16	222 N FERN AV, Ontario, CA 91762	459.00
1048-581-08	601 W D ST, Unit:A, Ontario, CA 91762	816.00
1048-581-09	565 W D ST, Unit:1, Ontario, CA 91762	663.00
1048-581-28	301 N VINE AV, Ontario, CA 91762	172.00
1048-581-41	560 W VESTA ST, Unit:1, Ontario, CA 91762	357.00
1048-581-53	628 W VESTA ST, Ontario, CA 91762	714.00
1048-581-74	535 W D ST, Unit:H, Ontario, CA 91762	153.00
1048-601-09	713 W D ST, Ontario, CA 91762	510.00
1048-601-15	720 W HOLLOWELL ST, Ontario, CA 91762	204.00
1048-603-22	754 W B ST, Ontario, CA 91762	153.00
1049-011-08	769 W BROOKS ST, Ontario, CA 91762	280.00
1049-012-01	729 W HOLT BL, Building:1, Ontario, CA 91762	102.00
1049-022-22	536 W EMPORIA ST, Ontario, CA 91762	153.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	172.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	344.00
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	4,751.00
1049-101-34	767 E EMPORIA ST, Ontario, CA 91761	153.00
1049-111-05	725 E STATE ST, Building:1, Ontario, CA 91761	172.00
1049-111-06	235 S CAMPUS AV, Unit:A, Ontario, CA 91761	172.00
1049-201-03	523 S CAMPUS AV, Ontario, CA 91761	306.00
1049-203-01	0 S TAYLOR AV, Ontario, CA 91761	243.40
1049-221-10	535 E NEVADA ST, Ontario, CA 91761	153.00
1049-232-23	551 E SUNKIST ST, Ontario, CA 91761	172.00
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	153.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	459.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	4,432.00
1049-242-16	119 E SUNKIST ST, Ontario, CA 91761	153.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	98.80
1049-245-01	302 E STATE ST, Ontario, CA 91761	344.00
1049-245-04	318 E STATE ST, Ontario, CA 91761	98.80

City of Ontario
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2026/2027 Tax Roll Year Special Assessments
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Parcel Number	Address	Amount Due
1049-246-07	322 PARK ST E, Ontario, CA 91761	153.00
1049-247-07	428 S SULTANA AV, Unit:A, Ontario, CA 91761	306.00
1049-247-10	411 E PARK ST, Ontario, CA 91761	153.00
1049-252-13	731 S EUCLID AV, Building:1, Unit:B, Ontario, CA 91761	108.00
1049-254-03	214 E NEVADA ST, Ontario, CA 91761	459.00
1049-254-06	722 S PLUM AV, Ontario, CA 91761	51.00
1049-254-09	211 E CALIFORNIA ST, Ontario, CA 91761	153.00
1049-255-10	311 E NEVADA ST, Ontario, CA 91761	153.00
1049-257-04	414 E SUNKIST ST, Ontario, CA 91761	102.00
1049-261-11	400 W NEVADA ST, Ontario, CA 91762	459.00
1049-272-12	418 W SUNKIST ST, Ontario, CA 91762	306.00
1049-274-09	520 S PALM AV, Ontario, CA 91762	306.00
1049-275-08	216 W PARK ST, Ontario, CA 91762	102.00
1049-278-02	527 S LAUREL AV, Ontario, CA 91762	153.00
1049-278-07	501 S LAUREL AV, Ontario, CA 91762	459.00
1049-278-13	110 W SUNKIST ST, Ontario, CA 91762	306.00
1049-282-10	633 W PARK ST, Ontario, CA 91762	459.00
1049-282-23	640 W SUNKIST ST, Ontario, CA 91762	153.00
1049-283-21	540 W PARK ST, Ontario, CA 91762	153.00
1049-284-16	514 W SUNKIST ST, Ontario, CA 91762	153.00
1049-292-01	717 S SAN ANTONIO AV, Ontario, CA 91762	102.00
1049-303-18	714 W NEVADA ST, Ontario, CA 91762	459.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	764.80
1049-312-16	754 W CARLTON ST, Ontario, CA 91762	1,695.50
1049-313-04	751 W CARLTON ST, Ontario, CA 91762	153.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	306.00
1049-333-13	914 S EUCLID AV, Ontario, CA 91762	108.00
1049-343-04	312 E CARLTON ST, Ontario, CA 91761	108.00
1049-343-15	429 E MAITLAND ST, Ontario, CA 91761	459.00
1049-353-07	543 E MAITLAND ST, Ontario, CA 91761	172.00
1049-354-09	689 E MAITLAND ST, Ontario, CA 91761	25.00
1049-367-11	902 S HOPE AV, Ontario, CA 91761	457.60
1049-367-15	920 S HOPE AV, Ontario, CA 91761	153.00
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	153.00
1049-374-03	921 S GREENWOOD AV, Ontario, CA 91761	306.00
1049-392-02	1024 S GROVE AV, Ontario, CA 91761	306.00
1049-411-08	1365 S PARKSIDE PL, Ontario, CA 91761	3,071.81
1049-442-07	1107 S GREENWOOD AV, Ontario, CA 91761	51.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	5,665.05
1049-461-07	1210 S BON VIEW AV, Ontario, CA 91761	306.00
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	306.00

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

Parcel Number	Address	Amount Due
1049-462-03	828 E WOODLAWN ST, Ontario, CA 91761	612.00
1049-481-04	612 E BELMONT ST, Ontario, CA 91761	102.00
1049-481-12	698 E BELMONT ST, Ontario, CA 91761	306.00
1049-494-01	1415 S SULTANA AV, Ontario, CA 91761	306.00
1049-502-06	628 E MAITLAND ST, Ontario, CA 91761	153.00
1049-502-09	638 E MAITLAND ST, Unit:B, Ontario, CA 91761	153.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	306.00
1049-502-22	611 E RALSTON ST, Unit:A, Ontario, CA 91761	306.00
1049-503-04	620 E RALSTON ST, Ontario, CA 91761	153.00
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	153.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	153.00
1049-503-15	1114 S CAMPUS AV, Unit:A, Ontario, CA 91761	306.00
1049-512-07	202 E RALSTON ST, Ontario, CA 91761	306.00
1049-513-15	424 E MAITLAND ST, Unit:A, Ontario, CA 91761	306.00
1049-513-16	1012 S SULTANA AV, Ontario, CA 91761	306.00
1049-513-17	1016 S SULTANA AV, Ontario, CA 91761	306.00
1049-514-02	308 E RALSTON ST, Ontario, CA 91761	306.00
1049-514-16	428 E RALSTON ST, Unit:A, Ontario, CA 91761	306.00
1049-514-33	409 E BELMONT ST, Unit:A, Ontario, CA 91761	102.00
1049-521-09	218 E BELMONT ST, Ontario, CA 91761	153.00
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	306.00
1049-522-01	304 E BELMONT ST, Ontario, CA 91761	79.12
1049-531-44	237 E ACACIA ST, Ontario, CA 91761	51.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	153.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	306.00
1049-551-05	1211 S VINE AV, Ontario, CA 91762	306.00
1049-551-06	1205 S VINE AV, Ontario, CA 91762	306.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	612.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-11	401 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	153.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-21	309 W BELMONT ST, Unit:A, Ontario, CA 91762	204.00
1049-551-25	1226 S PALM AV, Ontario, CA 91762	153.00
1049-552-03	201 W BELMONT ST, Ontario, CA 91762	79.12

City of Ontario
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Parcel Number	Address	Amount Due
1049-561-12	325 W MAITLAND ST, Ontario, CA 91762	153.00
1049-562-01	1129 S VINE AV, Ontario, CA 91762	153.00
1049-572-13	1120 S OAKLAND AV, Ontario, CA 91762	306.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	459.00
1049-573-30	514 W RALSTON ST, Ontario, CA 91762	306.00
1049-574-01	561 W RALSTON ST, Ontario, CA 91762	306.00
1049-574-21	542 W BELMONT ST, Ontario, CA 91762	306.00
1049-581-01	768 W RALSTON ST, Ontario, CA 91762	306.00
1049-581-02	1023 S CYPRESS AV, Unit:A, Ontario, CA 91762	306.00
1049-581-03	1019 S CYPRESS AV, Unit:A, Ontario, CA 91762	306.00
1049-581-17	1030 S SAN ANTONIO AV, Ontario, CA 91762	306.00
1049-581-23	744 W RALSTON ST, Unit:A, Ontario, CA 91762	612.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	612.00
1049-582-24	753 W RALSTON ST, Ontario, CA 91762	408.00
1049-583-51	728 W PHILLIPS ST, Unit:5, Ontario, CA 91762	153.00
1049-583-63	722 PHILLIPS ST W, Unit:9, Ontario, CA 91762	153.00
1049-591-29	622 W PHILLIPS ST, Ontario, CA 91762	255.00
1049-591-34	653 W BELMONT ST, Ontario, CA 91762	918.00
1049-592-05	1223 S OAKLAND AV, Ontario, CA 91762	102.00
1049-592-06	1219 S OAKLAND AV, Ontario, CA 91762	153.00
1049-592-13	533 W BELMONT ST, Unit:A, Ontario, CA 91762	153.00
1049-592-23	1244 S VINE AV, Ontario, CA 91762	51.00
1049-612-03	1318 S BEVERLY AV, Ontario, CA 91762	153.00
1050-031-08	459 W ELM ST, Ontario, CA 91762	153.00
1050-041-20	456 W ELM ST, Ontario, CA 91762	51.00
1050-051-01	1420 S EUCLID AV, Unit:A, Ontario, CA 91762	306.00
1050-081-21	1409 EUCLID AV S, Ontario, CA 91761	459.00
1050-091-04	1549 S SULTANA AV, Ontario, CA 91761	153.00
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	153.00
1050-091-34	1512 S PLEASANT AV, Ontario, CA 91761	153.00
1050-211-03	1661 S CAMPUS AV, Building:1, Ontario, CA 91761	3,247.33
1050-232-04	1650 S CAMPUS AV, Unit:107, Ontario, CA 91761	153.00
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	153.00
1050-242-03	1749 S PLEASANT AV, Ontario, CA 91761	153.00
1050-243-22	1613 S MONTEREY AV, Ontario, CA 91761	153.00
1050-251-27	317 E FRANCIS ST, Ontario, CA 91761	1,469.80
1050-262-11	206 E LOCUST ST, Ontario, CA 91761	153.00
1050-282-10	1701 S FERN AV, Ontario, CA 91762	153.00
1050-291-10	405 W MAPLE ST, Ontario, CA 91762	153.00
1050-311-57	1627 S CYPRESS AV, Ontario, CA 91762	153.00
1050-312-14	616 W CADENZA CT, Ontario, CA 91762	153.00

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Parcel Number	Address	Amount Due
1050-331-24	1919 S CYPRESS AV, Ontario, CA 91762	153.00
1050-352-05	1949 S OAKLAND AV, Ontario, CA 91762	153.00
1050-361-04	403 W FRANCIS ST, Ontario, CA 91762	153.00
1050-361-18	1952 S FERN AV, Ontario, CA 91762	153.00
1050-361-60	1925 S VINE AV, Ontario, CA 91762	153.00
1050-391-28	1951 S EUCLID AV, Unit:1, Ontario, CA 91761	3,570.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	107.00
1050-401-13	234 E FRANCIS ST, Ontario, CA 91761	153.00
1050-501-06	2141 S CUCAMONGA AV, Ontario, CA 91761	704.30
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	153.00
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	153.00
1050-542-84	731 E BOXWOOD CT, Ontario, CA 91761	102.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	153.00
1050-544-02	850 E CEDAR ST, Unit:A, Ontario, CA 91761	612.00
1050-544-06	810 E CEDAR ST, Unit:A, Ontario, CA 91761	612.00
1050-551-20	634 E BOXWOOD CT, Ontario, CA 91761	153.00
1050-562-11	2102 S PLEASANT PL, Ontario, CA 91761	153.00
1050-571-19	302 E SPRUCE ST, Ontario, CA 91761	153.00
1050-572-06	2101 S EUCLID AV, Ontario, CA 91761	51.00
1050-574-03	239 E SPRUCE ST, Ontario, CA 91761	232.12
1050-591-01	2055 S FERN AV, Ontario, CA 91762	153.00
1050-601-15	304 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1050-623-05	2032 S VINE AV, Ontario, CA 91762	153.00
1050-631-09	2004 S SAN ANTONIO AV, Ontario, CA 91762	153.00
1050-651-10	1459 S EUCLID AV, Unit:30, Ontario, CA 91761	153.00
1050-651-11	1459 S EUCLID AV, Unit:31, Ontario, CA 91761	153.00
1050-651-13	1459 S EUCLID AV, Unit:33, Ontario, CA 91761	153.00
1050-661-14	1459 S EUCLID AV, Unit:22, Ontario, CA 91761	232.12
1051-011-50	2232 S HICKORY PL, Ontario, CA 91762	153.00
1051-041-03	527 W PHILADELPHIA ST, Ontario, CA 91762	783.60
1051-051-15	2215 S FERN AV, Unit:A, Ontario, CA 91762	2,142.00
1051-132-44	2320 S GREENWOOD PL, Unit:C, Ontario, CA 91761	153.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	153.00
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	153.00
1051-191-74	2432 S TAYLOR PL, Ontario, CA 91761	153.00
1051-211-02	2451 S EUCLID AV, Ontario, CA 91761	1,319.32
1051-211-55	2436 S PLUM LN, Ontario, CA 91761	102.00
1051-221-15	131 W GEYER CT, Ontario, CA 91762	153.00
1051-271-30	320 W WALNUT ST, Unit:19, Ontario, CA 91762	153.00
1051-271-57	320 W WALNUT ST, Unit:33, Ontario, CA 91762	153.00
1051-271-60	320 W WALNUT ST, Unit:39, Ontario, CA 91762	153.00

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

Parcel Number	Address	Amount Due
1051-281-23	2528 S PLUM LN, Ontario, CA 91761	153.00
1051-311-53	2520 S GARFIELD PL, Ontario, CA 91761	153.00
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	153.00
1051-431-40	214 W CORMORANT DR, Ontario, CA 91762	153.00
1051-431-55	2602 S EUCLID AV, Ontario, CA 91762	153.00
1051-431-57	2614 S EUCLID AV, Ontario, CA 91762	102.00
1051-431-61	2638 S EUCLID AV, Ontario, CA 91762	153.00
1051-541-08	2856 S BON VIEW AV, Ontario, CA 91761	153.00
1051-561-56	1193 E DEERFIELD ST, Ontario, CA 91761	153.00
1051-612-26	343 E DORAL ST, Ontario, CA 91761	153.00
1051-621-57	2930 S VIA BELAMARIA, Ontario, CA 91762	153.00
1052-191-03	7716 E CHINO AV, Ontario, CA 91761	3,348.21
1052-431-06	13450 BON VIEW AV S, Ontario, CA 91761	280.00
1073-371-70	4950 S STEED PL, Building:, Unit:, Ontario, CA 91762	108.00
1083-021-01	2601 S COLONIAL AV, Ontario, CA 91761	102.00
1083-031-39	2640 E BROOKSIDE ST, Ontario, CA 91761	153.00
1083-091-08	2414 S SEAGULL AV, Ontario, CA 91761	153.00
1083-121-36	2901 E DUNLIN WY, Ontario, CA 91761	153.00
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	153.00
1083-141-25	2527 S CARIBOU PL, Ontario, CA 91761	153.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	153.00
1083-161-61	3235 E ANTLER RD, Ontario, CA 91761	153.00
1083-171-07	3242 E CLEAR LAKE RD, Ontario, CA 91761	153.00
1083-171-20	3269 E SUMMER ISLAND CT, Ontario, CA 91761	153.00
1083-172-08	3424 E EVERGREEN DR, Ontario, CA 91761	153.00
1083-181-47	2837 E TAM O'SHANTER CT, Ontario, CA 91761	153.00
1083-193-02	2750 S PINE VALLEY AV, Ontario, CA 91761	102.00
1083-201-28	2801 S CEDAR RIDGE PL, Ontario, CA 91761	51.00
1083-214-05	2941 S DESERT FOREST AV, Ontario, CA 91761	51.00
1083-241-46	2911 E COG HILL CT, Ontario, CA 91761	153.00
1083-271-01	12685 S TURNER AV, Ontario, CA 91761	306.00
1083-291-26	2858 S LAUREL TREE DR, Ontario, CA 91761	153.00
1083-291-29	2860 S ST. TROPEZ DR, Ontario, CA 91761	51.00
1083-301-02	2910 S LAUREL TREE DR, Ontario, CA 91761	1,322.40
1083-301-07	3345 E OAKLEAF RD, Ontario, CA 91761	102.00
1083-301-62	3348 E MORNINGWOOD CT, Ontario, CA 91761	153.00
1083-301-72	3349 E MORNINGWOOD CT, Ontario, CA 91761	153.00
1083-372-10	3619 E FOX GLEN LP, Ontario, CA 91761	51.00
1083-372-16	3631 E FOX GLEN LP, Ontario, CA 91761	153.00
1083-393-33	3629 E OAK CREEK DR, Unit:B, Ontario, CA 91761	153.00
1083-393-66	3641 E OAK CREEK DR, Unit:G, Ontario, CA 91761	153.00

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

Parcel Number	Address	Amount Due
1083-401-31	3546 E STRAWBERRY CREEK PL, Ontario, CA 91761	153.00
1083-402-54	3657 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	153.00
1083-411-17	3737 E SANTIAGO CREEK WY, Ontario, CA 91761	153.00
1083-441-33	3826 E ELK CREEK DR, Ontario, CA 91761	153.00
1083-442-13	3713 E OAK CREEK DR, Unit:H, Ontario, CA 91761	51.00
1083-442-61	3736 E OAK CREEK DR, Unit:D, Ontario, CA 91761	153.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	153.00
1083-451-73	3739 E COUNTRY OAKS LP, Unit:A, Ontario, CA 91761	102.00
1083-452-28	2901 S SNOW CREEK LN, Ontario, CA 91761	153.00
1083-462-01	3925 E YUBA RIVER DR, Ontario, CA 91761	102.00
1083-471-87	3981 E KLAMATH RIVER DR, Ontario, CA 91761	153.00
1083-481-29	2861 S KINGS RIVER LN, Ontario, CA 91761	153.00
		320,146.15

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

Parcel Number	Address	Amount Due
0108-381-09	1206 N GROVE AV, Ontario, CA 91764	490.00
0108-442-15	1439 N EL DORADO AV, Ontario, CA 91764	320.00
0108-611-08	1380 E SEVENTH ST, Ontario, CA 91764	340.00
0110-321-12	540 N VINEYARD AV N, Ontario, CA 91764	6,340.00
0110-371-03	1787 E PLAZA SERENA ST, Ontario, CA 91764	840.00
0113-286-09	2310 S VINEYARD AV, Building:1, Ontario, CA 91761	12,420.00
0113-286-10	2312 S VINEYARD AV, Building:1, Ontario, CA 91761	12,640.00
0113-384-01	1930 S VINEYARD AV, Building:2, Ontario, CA 91761	340.00
0209-331-30	1925 E ALONDRA CT, Ontario, CA 91764	120.00
0210-211-36	3998 E INLAND EMPIRE BL, Building:1, Unit:400, Ontario, CA 9176	7,500.00
0210-211-46	4100 E INLAND EMPIRE BL, Building:1, Ontario, CA 91764	220.00
0211-275-35	2041 S TURNER AV, Ontario, CA 91761	220.00
0216-361-20	2419 S PARCO AV, Ontario, CA 91761	220.00
0216-401-36	1738 E CHERRY HILL ST, Ontario, CA 91761	120.00
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	1,012.00
0218-771-21	3708 S OLD ARCHIBALD RANCH RD, Ontario, CA 91761	520.00
0218-882-27	3377 S CLOVER PL, Ontario, CA 91761	340.00
0218-982-07	4500 S FORSYTH PASEO, Building:, Unit:, Ontario, CA 91762	6,320.00
0238-014-02	1050 N ONTARIO MILLS DR, Ontario, CA 91764	220.00
0238-081-67	5700 E AIRPORT DR, Unit:A, Ontario, CA 91761	120.00
1008-271-08	1515 N MOUNTAIN AV, Unit:C, Ontario, CA 91762	420.00
1008-482-10	906 W HAWTHORNE ST, Ontario, CA 91762	120.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	168.00
1010-141-07	990 N MOUNTAIN AV, Ontario, CA 91762	120.00
1010-141-10	1000 N MOUNTAIN AV, Ontario, CA 91762	120.00
1010-432-04	1340 W FLORA ST, Ontario, CA 91762	120.00
1010-462-03	442 N MOUNTAIN AV, Building:1, Ontario, CA 91762	420.00
1010-491-02	828 W HOLT BL, Ontario, CA 91762	420.00
1010-511-47	1054 W HOLLOWELL ST, Ontario, CA 91762	120.00
1011-161-05	835 W STATE ST, Ontario, CA 91762	20.00
1011-201-12	531 S OAKS AV, Ontario, CA 91762	640.00
1011-211-18	620 S MAGNOLIA AV, Building:E, Ontario, CA 91762	340.00
1011-551-01	1229 S PALMETTO AV, Ontario, CA 91762	120.00
1047-172-19	947 E SIXTH ST, Ontario, CA 91764	120.00
1047-281-33	1528 N BEVERLY CT, Ontario, CA 91762	120.00
1047-311-53	525 W SIXTH ST, Ontario, CA 91762	76,000.00
1047-462-18	1131 N GROVE AV, Building:1, Ontario, CA 91764	20,690.00
1047-502-18	737 E FOURTH ST, Unit:A, Ontario, CA 91764	220.00
1048-061-16	125 E ROSEWOOD CT, Ontario, CA 91764	120.00
1048-101-12	1049 N BERLYN AV, Ontario, CA 91764	100.00
1048-103-19	851 E J ST, Ontario, CA 91764	120.00

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

Parcel Number	Address	Amount Due
1048-133-08	952 E J ST, Ontario, CA 91764	170.00
1048-191-08	717 N HOLMES AV, Ontario, CA 91764	636.00
1048-346-14	326 W F ST, Ontario, CA 91762	120.00
1048-421-15	922 E G ST, Ontario, CA 91764	120.00
1048-491-16	1034 E D ST, Ontario, CA 91761	760.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	500.00
1049-232-33	617 E SUNKIST ST, Ontario, CA 91761	6,420.00
1049-245-01	302 E STATE ST, Ontario, CA 91761	500.00
1049-245-06	404 S CHERRY AV, Building:1, Ontario, CA 91761	420.00
1049-252-13	731 S EUCLID AV, Building:1, Unit:B, Ontario, CA 91761	120.00
1049-257-01	402 E SUNKIST ST, Ontario, CA 91761	490.00
1049-271-10	416 W PARK ST, Ontario, CA 91762	120.00
1049-313-21	718 W MAITLAND ST, Ontario, CA 91762	120.00
1049-441-30	1138 S GREENWOOD AV, Ontario, CA 91761	30,000.00
1049-501-11	516 E MAITLAND ST, Ontario, CA 91761	120.00
1050-101-02	669 E ELM ST, Ontario, CA 91761	30,220.00
1050-102-04	631 E DE ANZA ST, Ontario, CA 91761	340.00
1050-501-06	2141 S CUCAMONGA AV, Ontario, CA 91761	520.00
1050-521-02	2120 S CUCAMONGA AV, Ontario, CA 91761	170.00
1050-521-05	1061 E PHILADELPHIA ST, Ontario, CA 91761	220.00
1050-531-20	828 E SPRUCE ST, Ontario, CA 91761	120.00
1050-671-03	1180 E FRANCIS ST, Unit:E, Ontario, CA 91761	320.00
1051-321-51	2532 S GROVE AV, Ontario, CA 91761	120.00
1053-171-03	13908 S GROVE AV, Ontario, CA 91761	8,140.00
1083-011-13	2550 S ARCHIBALD AV, Unit:A, Ontario, CA 91761	340.00
1083-051-15	2602 E DUNES ST, Ontario, CA 91761	420.00
1083-301-02	2910 S LAUREL TREE DR, Ontario, CA 91761	500.00
		233,346.00

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

Parcel Number	Address	Amount Due
0108-301-14	1310 N GROVE AV, Ontario, CA 91764	153.00
0108-314-11	1646 E CAROLINE ST, Ontario, CA 91764	153.00
0108-381-09	1206 N GROVE AV, Ontario, CA 91764	490.00
0108-403-02	1813 N DEL NORTE AV, Ontario, CA 91764	153.00
0108-404-01	1316 E SEVENTH ST, Ontario, CA 91764	108.00
0108-413-07	1432 E HIGHLAND CT, Ontario, CA 91764	153.00
0108-441-01	1430 N GROVE AV, Ontario, CA 91764	153.00
0108-442-15	1439 N EL DORADO AV, Ontario, CA 91764	320.00
0108-443-04	1356 E LA DENEY DR, Ontario, CA 91764	153.00
0108-471-07	1571 E OLIVE ST, Unit:A, Ontario, CA 91764	306.00
0108-471-10	1818 N LEEDS AV, Ontario, CA 91764	153.00
0108-481-05	1668 E EIGHTH ST, Ontario, CA 91764	153.00
0108-493-26	1503 N MARIN AV, Ontario, CA 91764	108.00
0108-493-37	1521 N MARIPOSA AV, Ontario, CA 91764	108.00
0108-524-08	1343 N LAKE AV, Ontario, CA 91764	153.00
0108-551-08	1685 E FOURTH ST, Ontario, CA 91764	153.00
0108-551-52	1672 E HARVARD PL, Building:, Unit:A, Ontario, CA 91764	918.00
0108-571-22	1740 N BAKER AV, Ontario, CA 91764	102.00
0108-571-33	1638 E HIGHLAND ST, Ontario, CA 91764	153.00
0108-573-04	1735 N CORONA AV, Ontario, CA 91764	668.80
0108-573-19	1750 N MADERA AV, Ontario, CA 91764	153.00
0108-592-14	1840 N BAKER AV, Ontario, CA 91764	153.00
0108-603-01	1601 N GLENN AV, Ontario, CA 91764	51.00
0108-603-07	1523 N GLENN AV, Ontario, CA 91764	153.00
0108-611-08	1380 E SEVENTH ST, Ontario, CA 91764	340.00
0108-622-03	1818 N PLACER AV, Ontario, CA 91764	153.00
0108-622-08	1848 N PLACER AV, Ontario, CA 91764	153.00
0108-622-42	1829 N SACRAMENTO AV, Ontario, CA 91764	153.00
0110-013-65	1235 E D ST, Unit:16, Ontario, CA 91764	153.00
0110-013-67	1235 E D ST, Unit:18, Ontario, CA 91764	153.00
0110-021-06	1770 E D ST, Ontario, CA 91761	51.00
0110-021-17	338 N PLACER PRIVADO, Ontario, CA 91761	51.00
0110-021-25	332 N PLACER PRIVADO, Ontario, CA 91761	51.00
0110-042-06	1431 E NOCTA ST, Ontario, CA 91761	612.00
0110-042-16	1411 E ELMA CT, Unit:A, Ontario, CA 91761	612.00
0110-051-23	1223 E NOCTA ST, Ontario, CA 91761	51.00
0110-051-24	1217 E NOCTA ST, Ontario, CA 91761	102.00
0110-051-27	1206 E ELMA ST, Ontario, CA 91761	153.00
0110-051-28	1212 E ELMA ST, Ontario, CA 91761	153.00
0110-051-29	1218 E ELMA ST, Ontario, CA 91761	153.00
0110-051-30	1224 E ELMA ST, Ontario, CA 91761	153.00

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

Parcel Number	Address	Amount Due
0110-051-31	1230 E ELMA ST, Ontario, CA 91761	153.00
0110-051-32	1236 E ELMA ST, Ontario, CA 91761	153.00
0110-051-33	1242 E ELMA ST, Ontario, CA 91761	153.00
0110-051-34	1248 E ELMA ST, Ontario, CA 91761	153.00
0110-051-35	1254 E ELMA ST, Ontario, CA 91761	153.00
0110-051-36	1258 E ELMA ST, Ontario, CA 91761	153.00
0110-051-37	1257 E ELMA ST, Ontario, CA 91761	153.00
0110-051-38	1253 E ELMA ST, Ontario, CA 91761	153.00
0110-051-39	1247 E ELMA ST, Ontario, CA 91761	153.00
0110-051-40	1241 E ELMA ST, Ontario, CA 91761	153.00
0110-051-41	1235 E ELMA ST, Ontario, CA 91761	153.00
0110-051-42	1229 E ELMA ST, Ontario, CA 91761	153.00
0110-051-43	1223 E ELMA ST, Ontario, CA 91761	153.00
0110-051-44	1217 E ELMA ST, Ontario, CA 91761	153.00
0110-051-45	1211 E ELMA ST, Ontario, CA 91761	153.00
0110-051-46	1205 E ELMA ST, Ontario, CA 91761	153.00
0110-051-48	1210 E D ST, Ontario, CA 91761	306.00
0110-051-51	1228 E D ST, Ontario, CA 91761	306.00
0110-061-10	1201 E HOLT BL, Ontario, CA 91761	172.00
0110-061-23	1348 NOCTA ST E, Unit:1, Ontario, CA 91761	2,295.00
0110-071-06	1381 E HOLT BL, Ontario, CA 91761	172.00
0110-071-07	1381 E HOLT BL, Ontario, CA 91761	172.00
0110-072-20	156 N LASSEN PL, Ontario, CA 91761	204.00
0110-072-23	135 N LASSEN PL, Ontario, CA 91761	204.00
0110-153-10	756 N AMADOR AV, Ontario, CA 91764	51.00
0110-202-46	1440 E FOURTH ST, Ontario, CA 91764	172.00
0110-211-21	837 N DEL NORTE AV, Ontario, CA 91764	108.00
0110-254-32	406 IMPERIAL AV N, Unit:D, Ontario, CA 91764	51.00
0110-254-77	1433 E D ST, Unit:231, Ontario, CA 91764	9,282.00
0110-261-74	1741 E D ST, Ontario, CA 91764	153.00
0110-293-12	642 N GLENN CT, Ontario, CA 91764	153.00
0110-321-12	540 N VINEYARD AV N, Ontario, CA 91764	6,340.00
0110-322-29	2545 E GUASTI RD, Ontario, CA 91761	172.00
0110-332-01	1802 E FOURTH ST, Unit:A, Ontario, CA 91764	612.00
0110-332-02	1808 E FOURTH ST, Unit:A, Ontario, CA 91764	612.00
0110-332-04	1820 E FOURTH ST, Unit:A, Ontario, CA 91764	612.00
0110-332-20	1039 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-332-21	1033 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-332-22	1027 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-332-24	1015 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	612.00
0110-332-25	1009 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00

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

Parcel Number	Address	Amount Due
0110-332-26	1003 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-334-08	1026 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-334-09	1032 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	204.00
0110-334-10	1038 N SACRAMENTO AV, Unit:A, Ontario, CA 91764	612.00
0110-342-14	1600 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-15	1696 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-16	1704 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-17	1710 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-18	1716 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-19	1722 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-20	1726 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-21	1732 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-22	1738 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-23	1744 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-24	1748 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-25	1754 E FOURTH ST, Ontario, CA 91764	204.00
0110-342-26	1760 E FOURTH ST, Ontario, CA 91764	204.00
0110-343-03	1774 E FOURTH ST, Ontario, CA 91764	204.00
0110-343-04	1778 E FOURTH ST, Ontario, CA 91764	98.80
0110-351-05	1758 E GRANADA CT, Ontario, CA 91764	153.00
0110-362-06	1853 E JAY ST, Ontario, CA 91764	153.00
0110-365-02	935 N SACRAMENTO AV, Ontario, CA 91764	153.00
0110-371-03	1787 E PLAZA SERENA ST, Ontario, CA 91764	840.00
0110-374-12	864 N SAN DIEGO AV, Ontario, CA 91764	2,080.40
0110-374-14	857 N VINEYARD AV, Ontario, CA 91764	612.00
0110-374-15	851 N VINEYARD AV, Ontario, CA 91764	612.00
0110-381-03	1862 E GRANADA CT, Ontario, CA 91764	153.00
0110-411-73	1724 E G ST, Unit:C, Ontario, CA 91764	102.00
0110-412-26	1718 E FLORA ST, Unit:C, Ontario, CA 91764	153.00
0110-423-12	905 N HUMBOLDT AV, Ontario, CA 91764	153.00
0110-442-03	2056 E BULLETIN PRIVADO, Ontario, CA 91764	153.00
0110-482-14	1850 E FIFTH ST, Ontario, CA 91764	306.00
0110-501-09	1321 N VINEYARD AV, Ontario, CA 91764	153.00
0113-211-18	1227 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-19	1225 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-21	1221 E AIRPORT DR, Ontario, CA 91761	51.00
0113-211-24	1229 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-25	1231 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-26	1233 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-27	1235 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00
0113-211-28	1237 E AIRPORT DR, Unit:A, Ontario, CA 91761	102.00

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

Parcel Number	Address	Amount Due
0113-286-09	2310 S VINEYARD AV, Building:1, Ontario, CA 91761	12,420.00
0113-286-10	2312 S VINEYARD AV, Building:1, Ontario, CA 91761	12,640.00
0113-384-01	1930 S VINEYARD AV, Building:2, Ontario, CA 91761	340.00
0113-395-15	2161 E MAPLE PRIVADO, Ontario, CA 91761	1,468.40
0113-415-05	1756 E ACACIA ST, Ontario, CA 91761	153.00
0113-415-06	1764 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-07	1768 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-08	1804 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-09	1806 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-10	1802 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-11	1766 E ACACIA ST, Unit:A, Ontario, CA 91761	102.00
0113-415-24	1803 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-25	1807 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-26	1811 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-27	1809 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-28	1805 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-29	1801 E ELM ST, Unit:A, Ontario, CA 91761	102.00
0113-415-31	1755 E ELM ST, Unit:A, Ontario, CA 91761	306.00
0113-491-74	2042 E FRANCIS ST, Building:1, Ontario, CA 91761	108.00
0113-533-12	2532 S BALBOA AV, Ontario, CA 91761	102.00
0113-541-12	2714 S PEBBLE BEACH CT, Ontario, CA 91761	153.00
0113-541-17	2707 S TAMARASK CT, Ontario, CA 91761	153.00
0113-541-24	1939 E BROOKSIDE DR, Ontario, CA 91761	153.00
0113-542-27	1927 E ST. ANDREWS DR, Ontario, CA 91761	153.00
0113-641-14	2171 S GROVE AV, Building:3, Unit:A, Ontario, CA 91761	108.00
0209-331-30	1925 E ALONDRA CT, Ontario, CA 91764	120.00
0209-371-21	2027 E DEODAR ST, Ontario, CA 91764	153.00
0209-381-67	1542 N HACIENDA DR, Ontario, CA 91764	153.00
0209-424-35	1818 N SOLANO AV, Ontario, CA 91764	153.00
0210-182-60	0 N HAVEN AV, Ontario, CA 91764	172.00
0210-204-04	3519 E CONCOURS ST, Ontario, CA 91764	172.00
0210-204-07	0 E CONCOURS ST, Ontario, CA 91764	172.00
0210-211-36	3998 E INLAND EMPIRE BL, Building:1, Unit:400, Ontario, CA 91764	7,703.00
0210-211-46	4100 E INLAND EMPIRE BL, Building:1, Ontario, CA 91764	220.00
0210-291-21	1735 E LA DENEY DR, Ontario, CA 91764	153.00
0210-301-29	1421 N BALBOA AV, Ontario, CA 91764	153.00
0210-301-38	1444 N BARRANCA AV, Ontario, CA 91764	153.00
0210-351-27	1938 E FIFTH ST, Ontario, CA 91764	153.00
0210-351-32	1948 E FIFTH ST, Ontario, CA 91764	153.00
0210-352-21	1928 E YALE ST, Unit:B, Ontario, CA 91764	153.00
0210-354-06	2043 E YALE ST, Ontario, CA 91764	153.00

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

Parcel Number	Address	Amount Due
0210-401-01	1015 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	5,355.00
0210-401-02	1017 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	7,344.00
0210-401-05	1001 N ARCHIBALD AV, Unit:A, Ontario, CA 91764	6,426.00
0210-411-01	741 N CENTER AV, Unit:1, Ontario, CA 91764	612.00
0210-411-05	3241 E INLAND EMPIRE BL, Unit:1, Ontario, CA 91764	612.00
0210-411-09	3220 E TRIUMPH LN, Unit:1, Ontario, CA 91764	408.00
0210-411-30	3122 E TRIUMPH LN, Unit:1, Ontario, CA 91764	612.00
0210-411-41	730 N TURNER AV, Unit:1, Ontario, CA 91764	691.12
0210-421-04	3115 E JAGUAR WY, Ontario, CA 91764	612.00
0210-421-59	908 N TURNER AV, Building:7, Unit:42, Ontario, CA 91764	51.00
0210-421-89	940 N TURNER AV, Building:12, Unit:72, Ontario, CA 91764	153.00
0210-422-18	968 N TURNER AV, Building:15, Unit:89, Ontario, CA 91764	153.00
0210-431-75	1054 N TURNER AV, Building:29, Unit:165, Ontario, CA 91764	153.00
0210-431-77	1054 N TURNER AV, Building:29, Unit:167, Ontario, CA 91764	102.00
0210-432-02	1048 N TURNER AV, Building:33, Unit:188, Ontario, CA 91764	153.00
0210-432-05	1048 N TURNER AV, Building:33, Unit:191, Ontario, CA 91764	51.00
0210-433-09	1002 N TURNER AV, Building:47, Unit:279, Ontario, CA 91764	153.00
0210-433-31	1012 N TURNER AV, Building:42, Unit:246, Ontario, CA 91764	153.00
0210-551-16	3351 E CENTRELAKE DR, Ontario, CA 91761	2,152.82
0210-601-12	1055 N SMIDERLE LP, Ontario, CA 91764	153.00
0210-632-52	2829 E VIA TERRANO, Ontario, CA 91764	153.00
0210-651-18	2985 E VIA CORVINA, Ontario, CA 91764	153.00
0211-232-38	0 S MILLIKEN AV, Ontario, CA 91761	280.00
0211-262-06	1651 S ARCHIBALD AV, Ontario, CA 91761	2,534.60
0211-275-35	2041 S TURNER AV, Ontario, CA 91761	220.00
0211-275-39	3355 E CEDAR ST, Ontario, CA 91761	108.00
0211-321-28	0 N COMMON AREA, Ontario, CA 91761	172.00
0216-013-39	2362 S AUGUSTA PL, Ontario, CA 91761	153.00
0216-312-04	8455 E SCHAEFER AV, Ontario, CA 91761	1,560.07
0216-341-16	2522 S CALAVERAS PL, Ontario, CA 91761	3,124.65
0216-361-20	2419 S PARCO AV, Ontario, CA 91761	220.00
0216-361-51	1476 E FAIRFIELD CT, Ontario, CA 91761	51.00
0216-361-67	1483 E FAIRFIELD CT, Ontario, CA 91761	153.00
0216-361-77	2424 S LAKE AV, Ontario, CA 91761	3,525.19
0216-391-23	2614 S WALKER AV, Ontario, CA 91761	153.00
0216-391-24	2620 S WALKER AV, Ontario, CA 91761	51.00
0216-401-22	1720 E OAK HILL CT, Ontario, CA 91761	153.00
0216-401-36	1738 E CHERRY HILL ST, Ontario, CA 91761	228.00
0216-401-63	2440 S VINEYARD AV, Building:4, Ontario, CA 91761	1,012.00
0216-411-20	1749 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	612.00
0216-411-22	1737 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	612.00

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

Parcel Number	Address	Amount Due
0216-411-26	1713 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	612.00
0216-411-28	1701 E FAIRFIELD CT, Unit:1, Ontario, CA 91761	459.00
0216-421-16	1601 E OAK HILL CT, Ontario, CA 91761	153.00
0216-421-39	1520 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	204.00
0216-421-50	1622 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	612.00
0216-421-72	1501 E FAIRFIELD ST, Unit:1, Ontario, CA 91761	408.00
0216-431-36	2525 S CASTLE HARBOUR AV, Ontario, CA 91761	153.00
0216-441-36	1302 E ST. ANDREWS ST, Ontario, CA 91761	153.00
0216-461-06	1218 E DORAL CT, Ontario, CA 91761	153.00
0216-491-17	2924 S SANDPIPER AV, Ontario, CA 91761	102.00
0216-491-29	1438 E COTTONWOOD ST, Ontario, CA 91761	153.00
0218-462-72	3947 S OAKVILLE AV, Ontario, CA 91761	301.80
0218-545-36	3262 S PORTSMOUTH LN, Ontario, CA 91761	153.00
0218-634-59	2774 E CORNWALL ST, Ontario, CA 91761	108.00
0218-751-54	2909 E BLACK HORSE DR, Ontario, CA 91761	153.00
0218-771-21	3708 S OLD ARCHIBALD RANCH RD, Ontario, CA 91761	4,132.10
0218-791-02	3708 S WRANGLER PL, Ontario, CA 91761	153.00
0218-791-60	2820 E BIG RANGE RD, Ontario, CA 91761	102.00
0218-831-59	2901 E GREENBRIAR DR, Ontario, CA 91761	173.80
0218-842-04	3073 E CHAPARRAL ST, Ontario, CA 91761	153.00
0218-861-30	2902 E PALOMINO CT, Ontario, CA 91761	153.00
0218-862-34	3102 S ROCKY LN, Ontario, CA 91761	153.00
0218-881-35	3238 S CENTURION PL, Ontario, CA 91761	769.00
0218-882-27	3377 S CLOVER PL, Ontario, CA 91761	340.00
0218-901-10	3239 E THOROUGHBRED ST, Ontario, CA 91761	153.00
0218-982-07	4500 S FORSYTH PASEO, Building:, Unit:, Ontario, CA 91762	6,320.00
0238-012-30	5060 E FOURTH ST, Ontario, CA 91764	172.00
0238-012-31	5056 E FOURTH ST, Ontario, CA 91764	172.00
0238-014-02	1050 N ONTARIO MILLS DR, Ontario, CA 91764	220.00
0238-042-18	4601 E GUASTI RD, Ontario, CA 91761	1,207.78
0238-081-67	5700 E AIRPORT DR, Unit:A, Ontario, CA 91761	228.00
1008-261-22	1522 N BOULDER AV, Ontario, CA 91762	51.00
1008-271-08	1515 N MOUNTAIN AV, Unit:C, Ontario, CA 91762	420.00
1008-282-13	1352 W SIXTH ST, Ontario, CA 91762	51.00
1008-442-57	1419 N ELDERBERRY AV, Ontario, CA 91762	51.00
1008-442-62	0 W SIXTH ST, Ontario, CA 91762	172.00
1008-482-10	906 W HAWTHORNE ST, Ontario, CA 91762	120.00
1008-491-16	862 W BONNIE BRAE CT, Ontario, CA 91762	102.00
1008-503-04	947 W YALE ST, Ontario, CA 91762	153.00
1008-503-14	962 W PRINCETON ST, Ontario, CA 91762	153.00
1008-513-16	1000 Fourth W, Ontario, CA 91762	512.00

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

Parcel Number	Address	Amount Due
1008-522-01	1000 W FOURTH ST, Building:2, Unit:B, Ontario, CA 91762	172.00
1008-522-03	1060 W FOURTH ST, Ontario, CA 91762	172.00
1008-552-04	1324 W HARVARD PL, Ontario, CA 91762	153.00
1008-712-02	1307 N ELDERBERRY AV, Ontario, CA 91762	153.00
1008-712-07	1317 ELDERBERRY AV N, Ontario, CA 91762	153.00
1010-113-20	960 N OAKS AV, Ontario, CA 91762	153.00
1010-121-09	1111 W J ST, Ontario, CA 91762	153.00
1010-131-04	1005 N BEGONIA AV, Ontario, CA 91762	917.48
1010-131-08	1222 W J ST, Ontario, CA 91762	612.00
1010-131-09	1228 W J ST, Ontario, CA 91762	4.00
1010-131-16	1265 W ROSEWOOD CT, Ontario, CA 91762	408.00
1010-131-23	1223 W ROSEWOOD CT, Ontario, CA 91762	612.00
1010-131-24	1217 W ROSEWOOD CT, Ontario, CA 91762	459.00
1010-131-25	1209 W ROSEWOOD CT, Ontario, CA 91762	612.00
1010-141-07	990 N MOUNTAIN AV, Ontario, CA 91762	120.00
1010-141-10	1000 N MOUNTAIN AV, Ontario, CA 91762	120.00
1010-154-21	956 W I ST, Ontario, CA 91762	153.00
1010-173-18	840 W EL MORADO CT, Ontario, CA 91762	153.00
1010-181-23	1016 W EL MORADO CT, Ontario, CA 91762	459.00
1010-182-03	743 N PALMETTO AV, Ontario, CA 91762	153.00
1010-182-07	1029 W EL MORADO CT, Ontario, CA 91762	765.00
1010-182-08	1023 W EL MORADO CT, Ontario, CA 91762	459.00
1010-182-25	932 W G ST, Ontario, CA 91762	153.00
1010-191-15	827 parkside N, Ontario, CA 91764	1,428.00
1010-191-17	817 N PALMETTO AV, Ontario, CA 91762	918.00
1010-191-18	813 N PALMETTO AV, Ontario, CA 91762	918.00
1010-191-20	1048 W H ST, Ontario, CA 91762	172.00
1010-191-30	1025 W I ST, Ontario, CA 91762	349.00
1010-191-45	1048 W H ST, Ontario, CA 91762	3,881.87
1010-192-16	1023 W GRANADA CT, Ontario, CA 91762	306.00
1010-201-01	1161 W I ST, Unit:1, Ontario, CA 91762	1,530.00
1010-201-02	1145 W I ST, Unit:1, Ontario, CA 91762	2,295.00
1010-234-05	1521 W H ST, Ontario, CA 91762	102.00
1010-413-02	1543 W FLORA ST, Ontario, CA 91762	153.00
1010-422-27	1453 W FAWN ST, Ontario, CA 91762	153.00
1010-432-04	1340 W FLORA ST, Ontario, CA 91762	120.00
1010-433-12	1356 W FAWN ST, Ontario, CA 91762	153.00
1010-443-13	431 N ELDERBERRY AV, Ontario, CA 91762	153.00
1010-445-22	455 N CAMELLIA AV, Ontario, CA 91762	301.80
1010-452-15	510 N BEGONIA AV, Ontario, CA 91762	153.00
1010-461-11	511 N PALMETTO AV, Ontario, CA 91762	15,657.00

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

Parcel Number	Address	Amount Due
1010-462-03	442 N MOUNTAIN AV, Building:1, Ontario, CA 91762	420.00
1010-464-01	1004 W E ST, Ontario, CA 91762	306.00
1010-465-06	1007 W F ST, Ontario, CA 91762	459.00
1010-466-05	1027 W G ST, Unit:1, Ontario, CA 91762	510.00
1010-466-06	1019 W G ST, Unit:1, Ontario, CA 91762	510.00
1010-491-02	828 W HOLT BL, Ontario, CA 91762	420.00
1010-501-53	133 N ALPINE CT, Ontario, CA 91762	153.00
1010-501-63	161 N ALPINE CT, Ontario, CA 91762	153.00
1010-511-18	945 W D ST, Ontario, CA 91762	153.00
1010-511-47	1054 W HOLLOWELL ST, Ontario, CA 91762	120.00
1010-512-44	1044 W VESTA ST, Unit:B, Ontario, CA 91762	153.00
1010-521-05	312 N CAMELLIA AV, Unit:A, Ontario, CA 91762	408.00
1010-521-07	1155 W D ST, Unit:A, Ontario, CA 91762	79.12
1010-521-08	1147 W D ST, Unit:A, Ontario, CA 91762	612.00
1010-521-09	1141 W D ST, Unit:A, Ontario, CA 91762	612.00
1010-521-17	210 N BEGONIA AV, Unit:A, Ontario, CA 91762	612.00
1010-521-36	1156 W STONERIDGE CT, Unit:A, Ontario, CA 91762	612.00
1010-521-40	1130 W STONERIDGE CT, Unit:A, Ontario, CA 91762	510.00
1010-522-02	1161 W STONERIDGE CT, Ontario, CA 91762	306.00
1010-522-16	1165 W STONERIDGE CT, Unit:A, Ontario, CA 91762	306.00
1010-543-29	1307 W STONERIDGE CT, Unit:A, Ontario, CA 91762	153.00
1010-551-13	1536 W STONERIDGE CT, Unit:A, Ontario, CA 91762	918.00
1010-552-26	1425 W STONERIDGE CT, Unit:A, Ontario, CA 91762	1,836.00
1011-161-05	835 W STATE ST, Ontario, CA 91762	20.00
1011-201-12	531 S OAKS AV, Ontario, CA 91762	640.00
1011-211-18	620 S MAGNOLIA AV, Building:E, Ontario, CA 91762	340.00
1011-361-19	1411 W MISSION BL, Ontario, CA 91762	172.00
1011-361-23	0 W MISSION BL, Ontario, CA 91762	172.00
1011-361-28	1505 W MISSION BL, Ontario, CA 91762	306.00
1011-373-40	1309 W MISSION BL, Unit:94, Ontario, CA 91762	153.00
1011-381-33	821 S MAGNOLIA AV, Unit:A, Ontario, CA 91762	153.00
1011-382-57	862 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-59	858 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-62	850 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-63	852 S PALMETTO AV, Ontario, CA 91762	153.00
1011-382-64	854 S PALMETTO AV, Ontario, CA 91762	153.00
1011-394-07	819 S COPPER PRIVADO, Ontario, CA 91762	51.00
1011-396-06	821 S GRANITE PRIVADO, Ontario, CA 91762	153.00
1011-401-27	1031 S PALMETTO AV, Building:S, Unit:4, Ontario, CA 91762	153.00
1011-401-68	1031 S PALMETTO AV, Building:R, Unit:1, Ontario, CA 91762	153.00
1011-411-16	914 S MOUNTAIN AV, Unit:D, Ontario, CA 91762	153.00

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Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1011-411-30	906 S MOUNTAIN AV, Unit:B, Ontario, CA 91762	153.00
1011-415-12	1068 W RALSTON ST, Ontario, CA 91762	153.00
1011-415-24	951 S MOUNTAIN AV, Ontario, CA 91762	153.00
1011-415-30	963 S MOUNTAIN AV, Ontario, CA 91762	153.00
1011-421-11	0 S ELDERBERRY AV, Ontario, CA 91762	172.00
1011-421-12	0 S ELDERBERRY AV, Ontario, CA 91762	172.00
1011-421-38	1022 S MAGNOLIA AV, Ontario, CA 91762	306.00
1011-544-03	1114 W RALSTON ST, Ontario, CA 91762	459.00
1011-544-07	1138 W RALSTON ST, Ontario, CA 91762	459.00
1011-551-01	1229 S PALMETTO AV, Ontario, CA 91762	120.00
1011-552-04	1224 S CYPRESS AV, Unit:D, Ontario, CA 91762	102.00
1011-552-09	1222 S CYPRESS AV, Unit:C, Ontario, CA 91762	153.00
1011-554-30	1112 S CYPRESS AV, Unit:22, Ontario, CA 91762	51.00
1011-554-35	1112 S CYPRESS AV, Unit:27, Ontario, CA 91762	51.00
1011-554-36	1112 S CYPRESS AV, Unit:28, Ontario, CA 91762	51.00
1011-563-17	1309 S BOULDER AV, Ontario, CA 91762	153.00
1011-571-51	1150 W PHILLIPS ST, Unit:236, Ontario, CA 91762	153.00
1011-572-10	1046 W ECLIPSE CT, Ontario, CA 91762	153.00
1011-572-11	1052 W ECLIPSE CT, Ontario, CA 91762	153.00
1011-573-07	1327 S PINE AV, Ontario, CA 91762	153.00
1014-141-32	1439 S PINE AV, Ontario, CA 91762	153.00
1014-141-71	1045 W JACARANDA ST, Ontario, CA 91762	153.00
1014-152-07	1444 S CYPRESS AV, Ontario, CA 91762	153.00
1014-152-20	846 W CHESTNUT ST, Ontario, CA 91762	79.12
1014-162-04	1539 S PALMETTO AV, Ontario, CA 91762	51.00
1014-171-13	945 W LOCUST ST, Ontario, CA 91762	51.00
1014-173-17	1646 S CYPRESS AV, Ontario, CA 91762	243.40
1014-191-17	1034 W MAPLE CT, Ontario, CA 91762	153.00
1014-201-18	1602 S MOUNTAIN AV, Unit:E, Ontario, CA 91762	153.00
1014-201-24	1604 S MOUNTAIN AV, Unit:E, Ontario, CA 91762	153.00
1014-211-13	1320 W FRANCIS ST, Ontario, CA 91762	153.00
1014-221-08	1630 S MAGNOLIA AV, Ontario, CA 91762	153.00
1014-221-20	1618 S ELDERBERRY CT, Ontario, CA 91762	108.00
1014-421-18	1844 S HELEN AV, Ontario, CA 91762	172.00
1014-441-25	1387 FRANCIS ST W, Ontario, CA 91762	557.80
1014-462-40	1915 S MOUNTAIN AV, Unit:10, Ontario, CA 91762	153.00
1014-462-48	1915 S MOUNTAIN AV, Unit:7, Ontario, CA 91762	153.00
1014-471-35	1119 W FRANCIS ST, Unit:E, Ontario, CA 91762	153.00
1014-472-10	1860 S PALMETTO AV, Ontario, CA 91762	1,683.00
1014-472-27	1053 W FRANCIS ST, Unit:B, Ontario, CA 91762	153.00
1014-472-35	1051 W FRANCIS ST, Unit:D, Ontario, CA 91762	153.00

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Exhibit C - Total Amounts per Parcel

Parcel Number	Address	Amount Due
1014-472-77	1025 W FRANCIS ST, Unit:1, Ontario, CA 91762	2,499.00
1014-512-41	926 W PHILADELPHIA ST, Building:J, Unit:53, Ontario, CA 91762	102.00
1014-521-25	1134 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1014-521-37	1164 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1014-521-61	2147 S MAGNOLIA AV, Ontario, CA 91762	102.00
1014-523-20	2066 S MOUNTAIN AV, Ontario, CA 91762	153.00
1014-532-04	2004 S PALMETTO AV, Ontario, CA 91762	172.00
1014-532-16	1039 W LARODA CT, Ontario, CA 91762	153.00
1014-571-12	2049 S BENSON AV, Ontario, CA 91762	306.00
1014-591-04	1608 W PHILADELPHIA ST, Ontario, CA 91762	172.00
1014-591-05	1624 W PHILADELPHIA ST, Ontario, CA 91762	172.00
1015-121-13	2204 S FUCHSIA AV, Ontario, CA 91762	153.00
1015-122-13	2204 S ELDERBERRY AV, Ontario, CA 91762	51.00
1015-131-64	1137 W PINEWOOD LN, Ontario, CA 91762	153.00
1015-201-46	2321 S MAGNOLIA AV, Building:8, Unit:A, Ontario, CA 91762	153.00
1047-141-62	1147 E SEVENTH ST, Ontario, CA 91764	153.00
1047-142-05	1219 E SEVENTH ST, Ontario, CA 91764	153.00
1047-142-06	1213 E SEVENTH ST, Ontario, CA 91764	153.00
1047-143-01	1235 E EIGHTH ST, Ontario, CA 91764	172.00
1047-171-15	1025 E DEODAR ST, Unit:1, Ontario, CA 91764	2,448.00
1047-172-18	944 E DEODAR ST, Unit:1, Ontario, CA 91764	918.00
1047-172-19	947 E SIXTH ST, Ontario, CA 91764	273.00
1047-201-04	820 E RICHLAND ST, Ontario, CA 91764	612.00
1047-214-04	1541 N PLEASANT AV, Ontario, CA 91764	51.00
1047-251-02	1521 N EUCLID AV, Ontario, CA 91762	172.00
1047-281-33	1528 N BEVERLY CT, Ontario, CA 91762	120.00
1047-301-23	740 W LA DENEY DR, Ontario, CA 91762	153.00
1047-311-53	525 W SIXTH ST, Ontario, CA 91762	76,000.00
1047-331-04	120 W BONNIE BRAE CT, Ontario, CA 91762	306.00
1047-371-12	634 E HAWTHORNE ST, Ontario, CA 91764	153.00
1047-392-07	1436 N MARCELLA CT, Ontario, CA 91764	153.00
1047-393-12	1424 N HOPE AV, Ontario, CA 91764	153.00
1047-401-04	718 E HAWTHORNE ST, Ontario, CA 91764	153.00
1047-411-20	1015 E FIFTH ST, Ontario, CA 91764	153.00
1047-424-08	1024 E SIXTH ST, Ontario, CA 91764	153.00
1047-424-41	1034 E SIXTH ST, Unit:901, Ontario, CA 91764	153.00
1047-424-43	1034 E SIXTH ST, Unit:903, Ontario, CA 91764	153.00
1047-424-58	1034 E SIXTH ST, Unit:1201, Ontario, CA 91764	153.00
1047-432-04	1140 E SIXTH ST, Ontario, CA 91764	408.00
1047-432-07	1129 E LA DENEY CT, Ontario, CA 91764	577.20
1047-432-20	1407 N VIRGINIA AV, Ontario, CA 91764	306.00

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

Parcel Number	Address	Amount Due
1047-433-02	1406 N VIRGINIA AV, Ontario, CA 91764	369.93
1047-433-04	1416 N VIRGINIA AV, Ontario, CA 91764	153.00
1047-433-08	1436 N VIRGINIA AV, Ontario, CA 91764	306.00
1047-433-11	1202 E SIXTH ST, Ontario, CA 91764	691.12
1047-433-12	1208 E SIXTH ST, Ontario, CA 91764	612.00
1047-441-12	1314 N VIRGINIA AV, Ontario, CA 91764	2,403.00
1047-462-08	1212 E PRINCETON ST, Ontario, CA 91764	561.00
1047-462-17	1203 E FOURTH ST, Ontario, CA 91764	306.00
1047-462-18	1131 N GROVE AV, Building:1, Ontario, CA 91764	20,690.00
1047-471-17	937 E HARVARD PL, Ontario, CA 91764	153.00
1047-473-04	1142 N COUNCIL AV, Ontario, CA 91764	51.00
1047-473-39	1037 E FOURTH ST, Ontario, CA 91764	98.80
1047-483-22	1053 E YALE ST, Ontario, CA 91764	51.00
1047-493-13	837 E YALE ST, Ontario, CA 91764	153.00
1047-502-18	737 E FOURTH ST, Unit:A, Ontario, CA 91764	220.00
1047-502-22	715 E FOURTH ST, Ontario, CA 91764	612.00
1047-502-23	705 E FOURTH ST, Unit:1, Ontario, CA 91764	1,071.00
1047-521-06	639 E PRINCETON ST, Ontario, CA 91764	153.00
1047-521-62	565 E YALE ST, Ontario, CA 91764	173.80
1047-571-47	609 W FIFTH ST, Ontario, CA 91762	51.00
1047-594-52	730 W FOURTH ST, Ontario, CA 91762	153.00
1048-011-27	720 W ROSEWOOD CT, Ontario, CA 91762	153.00
1048-013-10	709 W BERKELEY CT, Ontario, CA 91762	153.00
1048-022-30	640 W J ST, Ontario, CA 91762	153.00
1048-041-04	407 W J ST, Ontario, CA 91762	1,224.00
1048-041-09	331 W J ST, Ontario, CA 91762	153.00
1048-041-19	404 W I ST, Ontario, CA 91762	153.00
1048-041-25	936 N VINE AV, Unit:1, Ontario, CA 91762	1,224.00
1048-041-29	418 W I ST, Unit:A, Ontario, CA 91762	765.00
1048-043-01	213 W J ST, Ontario, CA 91762	153.00
1048-052-06	1043 N EUCLID AV, Unit:A, Ontario, CA 91762	918.00
1048-052-14	132 W J ST, Ontario, CA 91762	172.00
1048-052-26	125 W FOURTH ST, Unit:1, Ontario, CA 91762	2,091.00
1048-061-16	125 E ROSEWOOD CT, Ontario, CA 91764	120.00
1048-061-28	117 E ROSEWOOD CT, Ontario, CA 91764	153.00
1048-062-10	222 E ROSEWOOD CT, Ontario, CA 91764	306.00
1048-064-23	305 E J ST, Ontario, CA 91764	204.00
1048-081-33	641 E PLAZA SERENA ST, Ontario, CA 91764	593.00
1048-091-01	1050 N SULTANA AV, Ontario, CA 91764	173.80
1048-091-10	560 E FOURTH ST, Unit:A, Ontario, CA 91764	306.00
1048-101-12	1049 N BERLYN AV, Ontario, CA 91764	781.40

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

Parcel Number	Address	Amount Due
1048-102-20	711 E J ST, Unit:A, Ontario, CA 91764	153.00
1048-102-21	709 E J ST, Ontario, CA 91764	153.00
1048-103-19	851 E J ST, Ontario, CA 91764	228.00
1048-111-01	706 E J ST, Ontario, CA 91764	153.00
1048-111-16	753 E PLAZA SERENA ST, Ontario, CA 91764	153.00
1048-112-03	814 E J ST, Ontario, CA 91764	153.00
1048-121-08	1069 E I ST, Ontario, CA 91764	153.00
1048-124-19	1046 E I ST, Ontario, CA 91764	153.00
1048-131-15	1024 E FOURTH ST, Ontario, CA 91764	108.00
1048-131-21	1046 E FOURTH ST, Ontario, CA 91764	108.00
1048-133-08	952 E J ST, Ontario, CA 91764	170.00
1048-134-04	1068 E J ST, Ontario, CA 91764	153.00
1048-172-22	801 N CUCAMONGA AV, Ontario, CA 91764	51.00
1048-181-13	1006 E GRANADA CT, Ontario, CA 91764	153.00
1048-191-08	717 N HOLMES AV, Ontario, CA 91764	727.00
1048-202-06	712 E H ST, Ontario, CA 91764	290.60
1048-234-12	662 E EL MORADO CT, Ontario, CA 91764	306.00
1048-241-07	210 E H ST, Ontario, CA 91764	306.00
1048-252-05	132 E GRANADA CT, Ontario, CA 91764	459.00
1048-261-21	119 W I ST, Ontario, CA 91762	459.00
1048-261-44	423 W I ST, Ontario, CA 91762	459.00
1048-262-38	220 W H ST, Ontario, CA 91762	714.00
1048-271-44	744 N VINE AV, Ontario, CA 91762	102.00
1048-271-46	207 W H ST, Unit:102B, Ontario, CA 91762	10,302.00
1048-281-04	741 N VINE AV, Ontario, CA 91762	153.00
1048-282-15	740 N SAN ANTONIO AV, Ontario, CA 91762	153.00
1048-301-20	766 W GRANADA CT, Ontario, CA 91762	153.00
1048-303-07	740 W EL MORADO CT, Ontario, CA 91762	153.00
1048-312-10	603 N SAN ANTONIO AV, Ontario, CA 91762	306.00
1048-332-06	535 W FLORA ST, Ontario, CA 91762	612.00
1048-332-10	507 N VINE AV, Ontario, CA 91762	153.00
1048-332-14	506 W D ST, Unit:A, Ontario, CA 91762	765.00
1048-332-25	404 N BEVERLY SQ, Ontario, CA 91762	153.00
1048-341-15	428 W F ST, Building:1, Ontario, CA 91762	153.00
1048-343-02	419 W E ST, Ontario, CA 91762	2,957.00
1048-343-10	412 W D ST, Ontario, CA 91762	153.00
1048-346-14	326 W F ST, Ontario, CA 91762	120.00
1048-365-01	204 E F ST, Ontario, CA 91764	102.00
1048-366-12	203 E F ST, Ontario, CA 91764	408.00
1048-371-06	328 E G ST, Ontario, CA 91764	153.00
1048-372-04	318 E F ST, Unit:2, Ontario, CA 91764	459.00

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

Parcel Number	Address	Amount Due
1048-372-07	511 N CHERRY AV, Ontario, CA 91764	153.00
1048-372-08	507 N CHERRY AV, Ontario, CA 91764	306.00
1048-372-13	309 E E ST, Ontario, CA 91764	306.00
1048-373-13	416 N PLUM AV, Ontario, CA 91764	459.00
1048-374-05	422 E E ST, Ontario, CA 91764	153.00
1048-374-06	428 E E ST, Ontario, CA 91764	765.00
1048-376-11	421 E F ST, Ontario, CA 91764	306.00
1048-392-14	647 E E ST, Building:1, Unit:101, Ontario, CA 91764	372.80
1048-393-07	542 E E ST, Ontario, CA 91764	459.00
1048-394-08	636 E ST E, Ontario, CA 91764	51.00
1048-394-20	643 E D ST, Unit:A, Ontario, CA 91764	102.00
1048-401-02	757 E E ST, Ontario, CA 91764	153.00
1048-401-13	703 E E ST, Ontario, CA 91764	108.00
1048-402-16	753 E D ST, Ontario, CA 91764	459.00
1048-402-24	711 E D ST, Ontario, CA 91764	459.00
1048-402-25	709 E D ST, Ontario, CA 91764	204.00
1048-404-02	835 E E ST, Unit:A, Ontario, CA 91764	204.00
1048-404-03	829 E E ST, Unit:A, Ontario, CA 91764	306.00
1048-404-04	825 E E ST, Unit:A, Ontario, CA 91764	306.00
1048-411-04	622 N CAMPUS AV, Ontario, CA 91764	153.00
1048-411-26	729 E F ST, Ontario, CA 91764	459.00
1048-412-04	716 F ST E, Ontario, CA 91764	204.00
1048-413-03	812 E F ST, Ontario, CA 91764	153.00
1048-421-15	922 E G ST, Ontario, CA 91764	120.00
1048-421-23	965 E F ST, Ontario, CA 91764	153.00
1048-431-02	1041 E D ST, Ontario, CA 91764	306.00
1048-432-27	1012 E G ST, Ontario, CA 91764	153.00
1048-432-30	613 N HOLMES AV, Ontario, CA 91764	306.00
1048-432-42	441 N HOLMES AV, Ontario, CA 91764	186.40
1048-441-13	1121 E D ST, Unit:A, Ontario, CA 91764	306.00
1048-442-34	1116 E G ST, Unit:1, Ontario, CA 91764	918.00
1048-451-14	417 N GROVE AV, Unit:A, Ontario, CA 91764	306.00
1048-451-24	504 N PARKSIDE AV, Ontario, CA 91764	408.00
1048-461-03	1082 E D ST, Ontario, CA 91761	153.00
1048-462-08	1115 E NOCTA ST, Unit:A, Ontario, CA 91761	459.00
1048-462-10	1107 E NOCTA ST, Unit:A, Ontario, CA 91761	77.38
1048-463-03	1140 E D ST, Ontario, CA 91761	306.00
1048-463-52	1163 E NOCTA ST, Ontario, CA 91761	408.00
1048-471-02	1092 E NOCTA ST, Ontario, CA 91761	612.00
1048-471-24	1072 E NOCTA ST, Unit:1, Ontario, CA 91761	2,448.00
1048-472-07	140 N VIRGINIA AV, Ontario, CA 91761	153.00

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

Parcel Number	Address	Amount Due
1048-481-16	958 E NOCTA ST, Unit:A, Ontario, CA 91761	306.00
1048-481-21	1014 E NOCTA ST, Ontario, CA 91761	306.00
1048-491-01	906 E D ST, Building:3, Ontario, CA 91761	102.00
1048-491-16	1034 E D ST, Ontario, CA 91761	760.00
1048-491-45	933 E ELMA ST, Ontario, CA 91761	612.00
1048-492-10	950 E ELMA ST, Ontario, CA 91761	306.00
1048-492-56	306 N ALLYN AV, Ontario, CA 91761	153.00
1048-492-57	312 N ALLYN AV, Ontario, CA 91761	153.00
1048-504-08	840 E D ST, Ontario, CA 91761	153.00
1048-504-16	809 E ELMA ST, Ontario, CA 91761	306.00
1048-505-18	803 E NOCTA ST, Ontario, CA 91761	102.00
1048-505-19	312 N BERLYN AV, Ontario, CA 91761	102.00
1048-511-17	804 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-18	808 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-19	812 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-20	818 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-21	824 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-22	828 E NOCTA ST, Ontario, CA 91761	153.00
1048-511-23	834 E NOCTA ST, Ontario, CA 91761	102.00
1048-511-28	837 E WILLOW ST, Ontario, CA 91761	51.00
1048-511-29	829 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-30	823 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-31	817 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-32	811 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-33	807 E WILLOW ST, Ontario, CA 91761	153.00
1048-511-34	803 E WILLOW ST, Ontario, CA 91761	153.00
1048-512-17	745 E HOLT BL, Ontario, CA 91761	306.00
1048-521-06	529 E SIERRA CT, Ontario, CA 91764	459.00
1048-521-10	509 E SIERRA CT, Ontario, CA 91764	153.00
1048-523-02	546 NOCTA ST E, Ontario, CA 91761	102.00
1048-523-23	132 N PLEASANT AV, Ontario, CA 91761	306.00
1048-523-24	140 N PLEASANT AV, Ontario, CA 91761	153.00
1048-531-04	516 E D ST, Unit:A, Ontario, CA 91761	306.00
1048-532-15	565 E NOCTA ST, Ontario, CA 91761	51.00
1048-534-15	225 N CAMPUS AV, Ontario, CA 91761	306.00
1048-534-18	643 E NOCTA ST, Ontario, CA 91761	153.00
1048-534-19	222 N MIRAMONTE AV, Ontario, CA 91761	153.00
1048-561-07	303 N LAUREL AV, Ontario, CA 91762	204.00
1048-565-10	203 N EUCLID AV, Ontario, CA 91762	1,479.00
1048-566-05	317 N EUCLID AV, Building:1, Unit:A, Ontario, CA 91762	903.80
1048-571-01	425 W D ST, Ontario, CA 91762	102.00

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

Parcel Number	Address	Amount Due
1048-571-05	405 W D ST, Unit:A, Ontario, CA 91762	306.00
1048-572-01	427 W C ST, Unit:A, Ontario, CA 91762	612.00
1048-572-09	412 W B ST, Unit:A, Ontario, CA 91762	459.00
1048-573-04	121 N FERN AV, Unit:1, Ontario, CA 91762	663.00
1048-574-03	319 W B ST, Ontario, CA 91762	459.00
1048-574-05	307 W B ST, Unit:1, Ontario, CA 91762	1,377.00
1048-575-16	222 N FERN AV, Ontario, CA 91762	459.00
1048-581-08	601 W D ST, Unit:A, Ontario, CA 91762	816.00
1048-581-09	565 W D ST, Unit:1, Ontario, CA 91762	663.00
1048-581-28	301 N VINE AV, Ontario, CA 91762	172.00
1048-581-41	560 W VESTA ST, Unit:1, Ontario, CA 91762	357.00
1048-581-53	628 W VESTA ST, Ontario, CA 91762	714.00
1048-581-74	535 W D ST, Unit:H, Ontario, CA 91762	153.00
1048-601-09	713 W D ST, Ontario, CA 91762	510.00
1048-601-15	720 W HOLLOWELL ST, Ontario, CA 91762	204.00
1048-603-22	754 W B ST, Ontario, CA 91762	153.00
1049-011-08	769 W BROOKS ST, Ontario, CA 91762	280.00
1049-012-01	729 W HOLT BL, Building:1, Ontario, CA 91762	102.00
1049-022-22	536 W EMPORIA ST, Ontario, CA 91762	153.00
1049-043-02	219 W MAIN ST, Ontario, CA 91762	172.00
1049-043-03	211 W MAIN ST, Ontario, CA 91762	844.00
1049-057-05	112 S EUCLID AV, Building:1, Ontario, CA 91762	4,751.00
1049-101-34	767 E EMPORIA ST, Ontario, CA 91761	153.00
1049-111-05	725 E STATE ST, Building:1, Ontario, CA 91761	172.00
1049-111-06	235 S CAMPUS AV, Unit:A, Ontario, CA 91761	172.00
1049-201-03	523 S CAMPUS AV, Ontario, CA 91761	306.00
1049-203-01	0 S TAYLOR AV, Ontario, CA 91761	243.40
1049-221-10	535 E NEVADA ST, Ontario, CA 91761	153.00
1049-232-23	551 E SUNKIST ST, Ontario, CA 91761	172.00
1049-232-33	617 E SUNKIST ST, Ontario, CA 91761	6,420.00
1049-242-03	521 S EUCLID AV, Ontario, CA 91761	153.00
1049-242-04	515 S EUCLID AV, Ontario, CA 91761	459.00
1049-242-11	516 S LEMON AV, Ontario, CA 91761	4,432.00
1049-242-16	119 E SUNKIST ST, Ontario, CA 91761	153.00
1049-244-04	515 S LEMON AV, Ontario, CA 91761	98.80
1049-245-01	302 E STATE ST, Ontario, CA 91761	844.00
1049-245-04	318 E STATE ST, Ontario, CA 91761	98.80
1049-245-06	404 S CHERRY AV, Building:1, Ontario, CA 91761	420.00
1049-246-07	322 PARK ST E, Ontario, CA 91761	153.00
1049-247-07	428 S SULTANA AV, Unit:A, Ontario, CA 91761	306.00
1049-247-10	411 E PARK ST, Ontario, CA 91761	153.00

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

Parcel Number	Address	Amount Due
1049-252-13	731 S EUCLID AV, Building:1, Unit:B, Ontario, CA 91761	228.00
1049-254-03	214 E NEVADA ST, Ontario, CA 91761	459.00
1049-254-06	722 S PLUM AV, Ontario, CA 91761	51.00
1049-254-09	211 E CALIFORNIA ST, Ontario, CA 91761	153.00
1049-255-10	311 E NEVADA ST, Ontario, CA 91761	153.00
1049-257-01	402 E SUNKIST ST, Ontario, CA 91761	490.00
1049-257-04	414 E SUNKIST ST, Ontario, CA 91761	102.00
1049-261-11	400 W NEVADA ST, Ontario, CA 91762	459.00
1049-271-10	416 W PARK ST, Ontario, CA 91762	120.00
1049-272-12	418 W SUNKIST ST, Ontario, CA 91762	306.00
1049-274-09	520 S PALM AV, Ontario, CA 91762	306.00
1049-275-08	216 W PARK ST, Ontario, CA 91762	102.00
1049-278-02	527 S LAUREL AV, Ontario, CA 91762	153.00
1049-278-07	501 S LAUREL AV, Ontario, CA 91762	459.00
1049-278-13	110 W SUNKIST ST, Ontario, CA 91762	306.00
1049-282-10	633 W PARK ST, Ontario, CA 91762	459.00
1049-282-23	640 W SUNKIST ST, Ontario, CA 91762	153.00
1049-283-21	540 W PARK ST, Ontario, CA 91762	153.00
1049-284-16	514 W SUNKIST ST, Ontario, CA 91762	153.00
1049-292-01	717 S SAN ANTONIO AV, Ontario, CA 91762	102.00
1049-303-18	714 W NEVADA ST, Ontario, CA 91762	459.00
1049-303-29	601 S CYPRESS AV, Ontario, CA 91762	764.80
1049-312-16	754 W CARLTON ST, Ontario, CA 91762	1,695.50
1049-313-04	751 W CARLTON ST, Ontario, CA 91762	153.00
1049-313-21	718 W MAITLAND ST, Ontario, CA 91762	120.00
1049-333-04	209 W CARLTON ST, Unit:A, Ontario, CA 91762	306.00
1049-333-13	914 S EUCLID AV, Ontario, CA 91762	108.00
1049-343-04	312 E CARLTON ST, Ontario, CA 91761	108.00
1049-343-15	429 E MAITLAND ST, Ontario, CA 91761	459.00
1049-353-07	543 E MAITLAND ST, Ontario, CA 91761	172.00
1049-354-09	689 E MAITLAND ST, Ontario, CA 91761	25.00
1049-367-11	902 S HOPE AV, Ontario, CA 91761	457.60
1049-367-15	920 S HOPE AV, Ontario, CA 91761	153.00
1049-368-16	924 S BON VIEW AV, Ontario, CA 91761	153.00
1049-374-03	921 S GREENWOOD AV, Ontario, CA 91761	306.00
1049-392-02	1024 S GROVE AV, Ontario, CA 91761	306.00
1049-411-08	1365 S PARKSIDE PL, Ontario, CA 91761	3,071.81
1049-441-30	1138 S GREENWOOD AV, Ontario, CA 91761	30,000.00
1049-442-07	1107 S GREENWOOD AV, Ontario, CA 91761	51.00
1049-451-20	1009 S CAMPUS AV, Ontario, CA 91761	5,665.05
1049-461-07	1210 S BON VIEW AV, Ontario, CA 91761	306.00

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

Parcel Number	Address	Amount Due
1049-461-10	1224 S BON VIEW AV, Ontario, CA 91761	306.00
1049-462-03	828 E WOODLAWN ST, Ontario, CA 91761	612.00
1049-481-04	612 E BELMONT ST, Ontario, CA 91761	102.00
1049-481-12	698 E BELMONT ST, Ontario, CA 91761	306.00
1049-494-01	1415 S SULTANA AV, Ontario, CA 91761	306.00
1049-501-11	516 E MAITLAND ST, Ontario, CA 91761	120.00
1049-502-06	628 E MAITLAND ST, Ontario, CA 91761	153.00
1049-502-09	638 E MAITLAND ST, Unit:B, Ontario, CA 91761	153.00
1049-502-13	1030 S CAMPUS AV, Ontario, CA 91761	306.00
1049-502-22	611 E RALSTON ST, Unit:A, Ontario, CA 91761	306.00
1049-503-04	620 E RALSTON ST, Ontario, CA 91761	153.00
1049-503-11	642 E RALSTON ST, Ontario, CA 91761	153.00
1049-503-13	1104 S CAMPUS AV, Ontario, CA 91761	153.00
1049-503-15	1114 S CAMPUS AV, Unit:A, Ontario, CA 91761	306.00
1049-512-07	202 E RALSTON ST, Ontario, CA 91761	306.00
1049-513-15	424 E MAITLAND ST, Unit:A, Ontario, CA 91761	306.00
1049-513-16	1012 S SULTANA AV, Ontario, CA 91761	306.00
1049-513-17	1016 S SULTANA AV, Ontario, CA 91761	306.00
1049-514-02	308 E RALSTON ST, Ontario, CA 91761	306.00
1049-514-16	428 E RALSTON ST, Unit:A, Ontario, CA 91761	306.00
1049-514-33	409 E BELMONT ST, Unit:A, Ontario, CA 91761	102.00
1049-521-09	218 E BELMONT ST, Ontario, CA 91761	153.00
1049-521-20	1227 S EUCLID AV, Ontario, CA 91761	306.00
1049-522-01	304 E BELMONT ST, Ontario, CA 91761	79.12
1049-531-44	237 E ACACIA ST, Ontario, CA 91761	51.00
1049-551-03	1225 S VINE AV, Ontario, CA 91762	153.00
1049-551-04	1217 S VINE AV, Ontario, CA 91762	306.00
1049-551-05	1211 S VINE AV, Ontario, CA 91762	306.00
1049-551-06	1205 S VINE AV, Ontario, CA 91762	306.00
1049-551-07	1201 S VINE AV, Ontario, CA 91762	612.00
1049-551-08	415 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-09	411 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-10	407 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-11	401 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-12	403 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-13	409 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-14	413 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-15	417 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-16	419 W BELMONT ST, Ontario, CA 91762	153.00
1049-551-18	405 W BELMONT ST, Unit:A, Ontario, CA 91762	306.00
1049-551-21	309 W BELMONT ST, Unit:A, Ontario, CA 91762	204.00

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

Parcel Number	Address	Amount Due
1049-551-25	1226 S PALM AV, Ontario, CA 91762	153.00
1049-552-03	201 W BELMONT ST, Ontario, CA 91762	79.12
1049-561-12	325 W MAITLAND ST, Ontario, CA 91762	153.00
1049-562-01	1129 S VINE AV, Ontario, CA 91762	153.00
1049-572-13	1120 S OAKLAND AV, Ontario, CA 91762	306.00
1049-572-14	608 W BELMONT ST, Ontario, CA 91762	459.00
1049-573-30	514 W RALSTON ST, Ontario, CA 91762	306.00
1049-574-01	561 W RALSTON ST, Ontario, CA 91762	306.00
1049-574-21	542 W BELMONT ST, Ontario, CA 91762	306.00
1049-581-01	768 W RALSTON ST, Ontario, CA 91762	306.00
1049-581-02	1023 S CYPRESS AV, Unit:A, Ontario, CA 91762	306.00
1049-581-03	1019 S CYPRESS AV, Unit:A, Ontario, CA 91762	306.00
1049-581-17	1030 S SAN ANTONIO AV, Ontario, CA 91762	306.00
1049-581-23	744 W RALSTON ST, Unit:A, Ontario, CA 91762	612.00
1049-581-24	750 W RALSTON ST, Ontario, CA 91762	612.00
1049-582-24	753 W RALSTON ST, Ontario, CA 91762	408.00
1049-583-51	728 W PHILLIPS ST, Unit:5, Ontario, CA 91762	153.00
1049-583-63	722 PHILLIPS ST W, Unit:9, Ontario, CA 91762	153.00
1049-591-29	622 W PHILLIPS ST, Ontario, CA 91762	255.00
1049-591-34	653 W BELMONT ST, Ontario, CA 91762	918.00
1049-592-05	1223 S OAKLAND AV, Ontario, CA 91762	102.00
1049-592-06	1219 S OAKLAND AV, Ontario, CA 91762	153.00
1049-592-13	533 W BELMONT ST, Unit:A, Ontario, CA 91762	153.00
1049-592-23	1244 S VINE AV, Ontario, CA 91762	51.00
1049-612-03	1318 S BEVERLY AV, Ontario, CA 91762	153.00
1050-031-08	459 W ELM ST, Ontario, CA 91762	153.00
1050-041-20	456 W ELM ST, Ontario, CA 91762	51.00
1050-051-01	1420 S EUCLID AV, Unit:A, Ontario, CA 91762	306.00
1050-081-21	1409 EUCLID AV S, Ontario, CA 91761	459.00
1050-091-04	1549 S SULTANA AV, Ontario, CA 91761	153.00
1050-091-21	1425 S SULTANA AV, Ontario, CA 91761	153.00
1050-091-34	1512 S PLEASANT AV, Ontario, CA 91761	153.00
1050-101-02	669 E ELM ST, Ontario, CA 91761	30,220.00
1050-102-04	631 E DE ANZA ST, Ontario, CA 91761	340.00
1050-211-03	1661 S CAMPUS AV, Building:1, Ontario, CA 91761	3,247.33
1050-232-04	1650 S CAMPUS AV, Unit:107, Ontario, CA 91761	153.00
1050-233-02	1650 S CAMPUS AV, Unit:57, Ontario, CA 91761	153.00
1050-242-03	1749 S PLEASANT AV, Ontario, CA 91761	153.00
1050-243-22	1613 S MONTEREY AV, Ontario, CA 91761	153.00
1050-251-27	317 E FRANCIS ST, Ontario, CA 91761	1,469.80
1050-262-11	206 E LOCUST ST, Ontario, CA 91761	153.00

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

Parcel Number	Address	Amount Due
1050-282-10	1701 S FERN AV, Ontario, CA 91762	153.00
1050-291-10	405 W MAPLE ST, Ontario, CA 91762	153.00
1050-311-57	1627 S CYPRESS AV, Ontario, CA 91762	153.00
1050-312-14	616 W CADENZA CT, Ontario, CA 91762	153.00
1050-331-24	1919 S CYPRESS AV, Ontario, CA 91762	153.00
1050-352-05	1949 S OAKLAND AV, Ontario, CA 91762	153.00
1050-361-04	403 W FRANCIS ST, Ontario, CA 91762	153.00
1050-361-18	1952 S FERN AV, Ontario, CA 91762	153.00
1050-361-60	1925 S VINE AV, Ontario, CA 91762	153.00
1050-391-28	1951 S EUCLID AV, Unit:1, Ontario, CA 91761	3,570.00
1050-401-09	210 E FRANCIS ST, Ontario, CA 91761	107.00
1050-401-13	234 E FRANCIS ST, Ontario, CA 91761	153.00
1050-501-06	2141 S CUCAMONGA AV, Ontario, CA 91761	1,224.30
1050-521-02	2120 S CUCAMONGA AV, Ontario, CA 91761	170.00
1050-521-05	1061 E PHILADELPHIA ST, Ontario, CA 91761	220.00
1050-531-20	828 E SPRUCE ST, Ontario, CA 91761	120.00
1050-542-66	2003 S CAMPUS AV, Unit:C, Ontario, CA 91761	153.00
1050-542-68	2003 S CAMPUS AV, Unit:E, Ontario, CA 91761	153.00
1050-542-84	731 E BOXWOOD CT, Ontario, CA 91761	102.00
1050-543-59	2036 S BON VIEW AV, Unit:A, Ontario, CA 91761	153.00
1050-544-02	850 E CEDAR ST, Unit:A, Ontario, CA 91761	612.00
1050-544-06	810 E CEDAR ST, Unit:A, Ontario, CA 91761	612.00
1050-551-20	634 E BOXWOOD CT, Ontario, CA 91761	153.00
1050-562-11	2102 S PLEASANT PL, Ontario, CA 91761	153.00
1050-571-19	302 E SPRUCE ST, Ontario, CA 91761	153.00
1050-572-06	2101 S EUCLID AV, Ontario, CA 91761	51.00
1050-574-03	239 E SPRUCE ST, Ontario, CA 91761	232.12
1050-591-01	2055 S FERN AV, Ontario, CA 91762	153.00
1050-601-15	304 W PHILADELPHIA ST, Ontario, CA 91762	153.00
1050-623-05	2032 S VINE AV, Ontario, CA 91762	153.00
1050-631-09	2004 S SAN ANTONIO AV, Ontario, CA 91762	153.00
1050-651-10	1459 S EUCLID AV, Unit:30, Ontario, CA 91761	153.00
1050-651-11	1459 S EUCLID AV, Unit:31, Ontario, CA 91761	153.00
1050-651-13	1459 S EUCLID AV, Unit:33, Ontario, CA 91761	153.00
1050-661-14	1459 S EUCLID AV, Unit:22, Ontario, CA 91761	232.12
1050-671-03	1180 E FRANCIS ST, Unit:E, Ontario, CA 91761	320.00
1051-011-50	2232 S HICKORY PL, Ontario, CA 91762	153.00
1051-041-03	527 W PHILADELPHIA ST, Ontario, CA 91762	783.60
1051-051-15	2215 S FERN AV, Unit:A, Ontario, CA 91762	2,142.00
1051-132-44	2320 S GREENWOOD PL, Unit:C, Ontario, CA 91761	153.00
1051-171-37	2419 S CUCAMONGA AV, Ontario, CA 91761	153.00

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

Parcel Number	Address	Amount Due
1051-181-36	1020 E OAK HILL ST, Ontario, CA 91761	153.00
1051-191-74	2432 S TAYLOR PL, Ontario, CA 91761	153.00
1051-211-02	2451 S EUCLID AV, Ontario, CA 91761	1,319.32
1051-211-55	2436 S PLUM LN, Ontario, CA 91761	102.00
1051-221-15	131 W GEYER CT, Ontario, CA 91762	153.00
1051-271-30	320 W WALNUT ST, Unit:19, Ontario, CA 91762	153.00
1051-271-57	320 W WALNUT ST, Unit:33, Ontario, CA 91762	153.00
1051-271-60	320 W WALNUT ST, Unit:39, Ontario, CA 91762	153.00
1051-281-23	2528 S PLUM LN, Ontario, CA 91761	153.00
1051-311-53	2520 S GARFIELD PL, Ontario, CA 91761	153.00
1051-321-51	2532 S GROVE AV, Ontario, CA 91761	120.00
1051-341-81	2731 S CUCAMONGA AV, Ontario, CA 91761	153.00
1051-431-40	214 W CORMORANT DR, Ontario, CA 91762	153.00
1051-431-55	2602 S EUCLID AV, Ontario, CA 91762	153.00
1051-431-57	2614 S EUCLID AV, Ontario, CA 91762	102.00
1051-431-61	2638 S EUCLID AV, Ontario, CA 91762	153.00
1051-541-08	2856 S BON VIEW AV, Ontario, CA 91761	153.00
1051-561-56	1193 E DEERFIELD ST, Ontario, CA 91761	153.00
1051-612-26	343 E DORAL ST, Ontario, CA 91761	153.00
1051-621-57	2930 S VIA BELAMARIA, Ontario, CA 91762	153.00
1052-191-03	7716 E CHINO AV, Ontario, CA 91761	3,348.21
1052-431-06	13450 BON VIEW AV S, Ontario, CA 91761	280.00
1053-171-03	13908 S GROVE AV, Ontario, CA 91761	8,140.00
1073-371-70	4950 S STEED PL, Building:, Unit:, Ontario, CA 91762	108.00
1083-011-13	2550 S ARCHIBALD AV, Unit:A, Ontario, CA 91761	340.00
1083-021-01	2601 S COLONIAL AV, Ontario, CA 91761	102.00
1083-031-39	2640 E BROOKSIDE ST, Ontario, CA 91761	153.00
1083-051-15	2602 E DUNES ST, Ontario, CA 91761	420.00
1083-091-08	2414 S SEAGULL AV, Ontario, CA 91761	153.00
1083-121-36	2901 E DUNLIN WY, Ontario, CA 91761	153.00
1083-131-47	3113 E WHITE STAG RD, Ontario, CA 91761	153.00
1083-141-25	2527 S CARIBOU PL, Ontario, CA 91761	153.00
1083-161-31	3338 E ANTLER RD, Ontario, CA 91761	153.00
1083-161-61	3235 E ANTLER RD, Ontario, CA 91761	153.00
1083-171-07	3242 E CLEAR LAKE RD, Ontario, CA 91761	153.00
1083-171-20	3269 E SUMMER ISLAND CT, Ontario, CA 91761	153.00
1083-172-08	3424 E EVERGREEN DR, Ontario, CA 91761	153.00
1083-181-47	2837 E TAM O'SHANTER CT, Ontario, CA 91761	153.00
1083-193-02	2750 S PINE VALLEY AV, Ontario, CA 91761	102.00
1083-201-28	2801 S CEDAR RIDGE PL, Ontario, CA 91761	51.00
1083-214-05	2941 S DESERT FOREST AV, Ontario, CA 91761	51.00

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

Parcel Number	Address	Amount Due
1083-241-46	2911 E COG HILL CT, Ontario, CA 91761	153.00
1083-271-01	12685 S TURNER AV, Ontario, CA 91761	306.00
1083-291-26	2858 S LAUREL TREE DR, Ontario, CA 91761	153.00
1083-291-29	2860 S ST. TROPEZ DR, Ontario, CA 91761	51.00
1083-301-02	2910 S LAUREL TREE DR, Ontario, CA 91761	1,822.40
1083-301-07	3345 E OAKLEAF RD, Ontario, CA 91761	102.00
1083-301-62	3348 E MORNINGWOOD CT, Ontario, CA 91761	153.00
1083-301-72	3349 E MORNINGWOOD CT, Ontario, CA 91761	153.00
1083-372-10	3619 E FOX GLEN LP, Ontario, CA 91761	51.00
1083-372-16	3631 E FOX GLEN LP, Ontario, CA 91761	153.00
1083-393-33	3629 E OAK CREEK DR, Unit:B, Ontario, CA 91761	153.00
1083-393-66	3641 E OAK CREEK DR, Unit:G, Ontario, CA 91761	153.00
1083-401-31	3546 E STRAWBERRY CREEK PL, Ontario, CA 91761	153.00
1083-402-54	3657 E COUNTRY OAKS LP, Unit:D, Ontario, CA 91761	153.00
1083-411-17	3737 E SANTIAGO CREEK WY, Ontario, CA 91761	153.00
1083-441-33	3826 E ELK CREEK DR, Ontario, CA 91761	153.00
1083-442-13	3713 E OAK CREEK DR, Unit:H, Ontario, CA 91761	51.00
1083-442-61	3736 E OAK CREEK DR, Unit:D, Ontario, CA 91761	153.00
1083-451-01	3642 S OAK CREEK DR, Unit:A, Ontario, CA 91761	153.00
1083-451-73	3739 E COUNTRY OAKS LP, Unit:A, Ontario, CA 91761	102.00
1083-452-28	2901 S SNOW CREEK LN, Ontario, CA 91761	153.00
1083-462-01	3925 E YUBA RIVER DR, Ontario, CA 91761	102.00
1083-471-87	3981 E KLAMATH RIVER DR, Ontario, CA 91761	153.00
1083-481-29	2861 S KINGS RIVER LN, Ontario, CA 91761	153.00
844		**553,492.15**

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Karla Tavera Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 5

SUBJECT: A RESOLUTION APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2026-27 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT

RECOMMENDATION: That the City Council adopt a Resolution for the Downtown Ontario Improvement Association (DOIA) authorizing the levying of the special assessments for Fiscal Year 2026-27.

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

FISCAL IMPACT: Property Tax Assessment amounts are as follows: $116,073.89 from the General Fund for the 47 parcels owned by the City, and $8,517.61 from the Ontario Housing Authority (OHA) Fund for the 4 parcels owned by the OHA. If approved, the additional appropriations will be included in a future quarterly budget update to City Council for approval as needed.

BACKGROUND & ANALYSIS: On August 20, 2019, the City Council approved the formation of the Downtown Ontario Community Benefit District (CBD) for an initial five-year term. The purpose of the CBD is to provide enhanced services and improvements that benefit Downtown businesses and property owners by increasing economic activity and enhancing the value of commercial, retail, and residential properties. These services are intended to supplement those already provided by the City.

During its initial five-year term, the CBD contributed to a cleaner Downtown, supported business attraction and retention efforts, enhanced operational improvements, and provided overall support for Downtown businesses.

Following approval by property owners within the District, the City Council approved a 10-year renewal of the CBD on January 16, 2024. As a key component of the City's Downtown revitalization strategy, the renewed CBD supports the continued transformation of Downtown Ontario into a vibrant, mixed-use district with expanded retail, residential, and economic activity.

Pursuant to California Streets and Highways Code Section 36650, which governs CBD requirements

and procedures, the City Council must annually approve the levy of assessments and adopt an Annual Report. On March 3, 2026, the City Council received and filed the Fiscal Year 2026-27 Annual Report submitted by the Downtown Ontario Improvement Association (DOIA), finding it consistent with the District Management Plan.

To continue levying assessments for the upcoming fiscal year, the City Council must adopt a Resolution approving the Fiscal Year 2026-27 assessment levy. On April 16, 2026, the CBD Board of Directors voted in favor of increasing the property assessment rate by 5% for Fiscal Year 2026-27. Exhibit A provides a breakdown of the assessment roll by Assessor Parcel Number (APN).

The total assessment for all 205 parcels within the CBD for Fiscal Year 2026-27 is $531,235. Based on the updated ownership review, the City owns 47 parcels, representing approximately $116,073.89 in assessments, while the Ontario Housing Authority owns 4 parcels, representing approximately $8,518 in assessments.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE LEVY OF THE ASSESSMENTS FOR FISCAL YEAR 2026-27 FOR THE DOWNTOWN ONTARIO COMMUNITY BENEFIT DISTRICT.

WHEREAS, on August 20, 2019, the City Council approved a Management District Plan entitled the “Downtown Ontario CBD Management District Plan” (the “Management District Plan”).

WHEREAS, the City Council conducted the public hearing on August 20, 2019, at which ballots cast in favor of and in opposition to proposed assessment and formation of the Downtown Ontario Community Benefit ("District" or “CBD”) for a five-year term were tabulated; and

WHEREAS, of the ballots cast, property owners representing a majority of the total assessments voted in favor of the proposed assessment and formation of the CBD; and

WHEREAS, on January 16, 2024, the City Council approved a 10-year renewal of the CBD following voter approval by property owners within the District; and

WHEREAS, on January 26, 2024, the City Council adopted Resolution No. 2024-001 to renew the District and approve the levy of assessments commencing with FY 2024-25, and ending with FY 2034-35 with the provision for maximum five percent (5%) annual increases for the term of the CBD; and

WHEREAS, Streets and Highways Code Section 36650 requires the improvement association of a property-based community benefit district submit an Annual Report to the legislative body for approval beginning its second year of operation and each year thereafter; and

WHEREAS, on March 3, 2026 the City Council approved the FY 2026-27 Annual Report submitted by the Downtown Ontario Improvement Association (“DOIA).

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

SECTION 1. That the CBD assessments to be levied for FY 2026-27, attached hereto as Exhibit 1, are hereby approved for submittal to the San Bernardino County Assessor for the period beginning July 1, 2026 and ending June 30, 2027.

SECTION 2. The San Bernardino County Assessor is hereby directed to include the annual assessments with the Fiscal Year 2026-27 County property tax rolls to be collected at the same time and in the same manner as the County taxes are collected.

SECTION 3. That the City Treasurer shall deposit all CBD assessments remitted into the fund established for the District for distribution to the District by the Director of Finance in accordance with the approved Management District plan.

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

PASSED, APPROVED, AND ADOPTED this 7th day of July 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 July 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held July 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Downtown Ontario Community Benefit District
Fiscal Year 2026/27
Assessment Roll

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2026/27 Assessment ($)
1048354010000	1048-354-01-0000	123 W E STREET LLC	MISCELLANEOUS	201	10,058	-	6.82	0.06820	0.1785	2,056.78
1048354020000	1048-354-02-0000	123 W E STREET LLC	OFFICE	50	8,850	18,084	6.82	0.06820	0.1785	4,172.56
1048354030000	1048-354-03-0000	123 W E STREET LLC	RETAIL SALES	187	7,812	9,068	6.82	0.06820	0.1785	3,426.76
1048354040000	1048-354-04-0000	WASHINGTON, CARRYE	RETAIL SALES	31	3,875	3,875	6.82	0.06820	0.1785	1,167.38
1048354050000	1048-354-05-0000	BORGES, BENITO I & ESTELA C JNT LIV	OFFICE	16	1,100	900	6.82	0.06820	0.1785	344.79
1048354060000	1048-354-06-0000	NOFFSINGER FAMILY TRUST 11/2/95	RETAIL SALES	16	1,890	1,200	6.82	0.06820	0.1785	452.22
1048354070000	1048-354-07-0000	WORK BOOT WAREHOUSE	RETAIL SALES	42	5,418	7,172	6.82	0.06820	0.1785	1,936.15
1048354080000	1048-354-08-0000	YAMAMOTO, HARVEY H TR & YAMAMOTO, CINDY M TR	RETAIL SALES	20	2,520	2,400	6.82	0.06820	0.1785	736.66
1048354090000	1048-354-09-0000	YAMAMOTO, HARVEY H TR & YAMAMOTO, CINDY M TR	RETAIL SALES	31	3,875	3,875	6.82	0.06820	0.1785	1,167.38
1048354100000	1048-354-10-0000	MARCOS, FARID	RETAIL SALES	31	3,906	3,100	6.82	0.06820	0.1785	1,031.16
1048354110000	1048-354-11-0000	CAMPUZANO, GLORIA	RETAIL SALES	250	15,750	9,325	6.82	0.06820	0.1785	4,443.66
1048354120000	1048-354-12-0000	LAUREL EAST LLC	VACANT	321	25,488	-	6.82	0.06820	0.1785	3,927.5
1048354130000	1048-354-13-0000	LAUREL EAST LLC	VACANT	70	6,580	-	6.82	0.06820	0.1785	926.16
1048355020000	1048-355-02-0000	CITY OF ONTARIO	VACANT	48	8,469	-	6.82	0.06820	0.1785	904.95
1048355030000	1048-355-03-0000	EUCLID PROPERTIES 531 LLC	OFFICE	173	5,922	4,900	6.82	0.06820	0.1785	2,458.39
1048355040000	1048-355-04-0000	EUCLID PROPERTIES 531 LLC	RETAIL SALES	46	5,764	4,042	6.82	0.06820	0.1785	1,428.32
1048355050000	1048-355-05-0000	LE, DA HONG & LE, NGOC DUNG	RETAIL SALES	31	3,927	1,659	6.82	0.06820	0.1785	775.37
1048355060000	1048-355-06-0000	LE, DA HONG & LE, NGOC DUNG	RETAIL SALES	41	3,876	2,449	6.82	0.06820	0.1785	981.11
1048355070000	1048-355-07-0000	CHEN, JEFFREY J H LIVING TR 3-9-06 & CHEN REVOCABLE TRUST 8-30-96	OFFICE	44	7,560	6,193	6.82	0.06820	0.1785	1,921.12
1048355080000	1048-355-08-0000	CHEN, JEFFREY J H LIVING TR 3-9-06 & CHEN REVOCABLE TRUST 8-30-96	OFFICE	44	5,555	4,579	6.82	0.06820	0.1785	1,496.28
1048355110000	1048-355-11-0000	CITY OF ONTARIO	VACANT	58	10,217	-	6.82	0.06820	0.1785	1,092.36
1048355130000	1048-355-13-0000	SELLERS, JUERGEN L TR & SELLERS, KATHERINE A TR	OFFICE	57	5,358	1,555	6.82	0.06820	0.1785	1,031.72
1048355150000	1048-355-15-0000	AEGIS REAL ESTATE MANAGEMENT CORP	OFFICE	333	16,992	7,204	6.82	0.06820	0.1785	4,715.83
1048355160000	1048-355-16-0000	TRUMAN JOHNSON INC	RETAIL SALES	250	15,646	2,349	6.82	0.06820	0.1785	3,191.35
1048356010000	1048-356-01-0000	123 WEST G STREET LLC	CEMETERY/MORTUARY	259	19,492	7,083	6.82	0.06820	0.1785	4,360.05
1048356020000	1048-356-02-0000	635 NORTH EUCLID, LLC	RETAIL SALES	208	10,396	8,640	6.82	0.06820	0.1785	3,669.81
1048356030000	1048-356-03-0000	ALVA LUX GROUP LLC	OFFICE	48	5,850	3,449	6.82	0.06820	0.1785	1,341.98
1048356040000	1048-356-04-0000	MAGIC NUMBER 3 INVESTMENTS LLC	RESID. APARTMENTS	45	5,670	4,091	6.82	0.06820	0.1785	1,423.84
1048356050000	1048-356-05-0000	EAST FOREST INVESTMENT LLC	OFFICE	62	7,812	12,400	6.82	0.06820	0.1785	3,169.02
1048356060000	1048-356-06-0000	CARABAJAL, MARIA ZAIDA	OFFICE	31	3,906	1,752	6.82	0.06820	0.1785	790.54
1048356070000	1048-356-07-0000	LE, DA HONG & LE, NGOC-DUNG H	VACANT	31	3,906	-	6.82	0.06820	0.1785	477.81
1048356080000	1048-356-08-0000	CITY OF ONTARIO	OFFICE	31	2,480	2,480	6.82	0.06820	0.1785	823.24
1048356090000	1048-356-09-0000	ROSE-IN -BLOOM INC	OFFICE	111	2,480	2,170	6.82	0.06820	0.1785	1,313.5
1048356100000	1048-356-10-0000	ROSENBLUM, JERRY A & CHERYL REVOCABL	RESID. SINGLE FAMILY	46	2,852	-	6.82	0.06820	0.1785	508.23
1048356110000	1048-356-11-0000	CITY OF ONTARIO	VACANT	55	9,799	-	6.82	0.06820	0.1785	1,043.39
1048356120000	1048-356-12-0000	123 WEST G STREET LLC	PARKING LOT	273	16,992	-	6.82	0.06820	0.1785	3,020.71
1048356130000	1048-356-13-0000	123 WEST G STREET LLC	RETAIL SALES	62	5,564	2,068	6.82	0.06820	0.1785	1,171.44
1048361010000	1048-361-01-0000	HUNTS POINT FALLS LLC	RESTAURANT	250	15,710	5,454	6.82	0.06820	0.1785	3,749.96
1048361020000	1048-361-02-0000	HUNTS POINT FALLS LLC	PARKING LOT	48	7,681	-	6.82	0.06820	0.1785	851.2
1048361030000	1048-361-03-0000	HUNTS POINT FALLS LLC	PARKING LOT	50	6,930	-	6.82	0.06820	0.1785	813.63
1048361040000	1048-361-04-0000	SBM MORNING STAR LLC	RESID. SINGLE FAMILY	191	7,140	2,017	6.82	0.06820	0.1785	2,149.6
1048361050000	1048-361-05-0000	HODGSON, MICHAEL L & HODGSON, WINDY	RESID. SINGLE FAMILY	121	3,108	1,182	6.82	0.06820	0.1785	1,248.17
1048361060000	1048-361-06-0000	PIGLET & PIGGY ONTARIO FAMILY LP	PARKING LOT	58	8,352	-	6.82	0.06820	0.1785	965.17
1048361070000	1048-361-07-0000	PIGLET & PIGGY ONTARIO FAMILY LP	OFFICE	62	8,928	7,130	6.82	0.06820	0.1785	2,304.43
1048361080000	1048-361-08-0000	LIU, JAMES T & RITZER-LIU, MARILYN	RETAIL SALES	202	8,352	5,292	6.82	0.06820	0.1785	2,891.87
1048361090000	1048-361-09-0000	YAN, LIPING & QIU, LIHUA	OFFICE	188	7,855	6,492	6.82	0.06820	0.1785	2,976.69
1048361100000	1048-361-10-0000	SERRANO, RIGOBERTO & SERRANO, PRIMITIVA	RETAIL SALES	62	7,812	5,263	6.82	0.06820	0.1785	1,895.06
1048361110000	1048-361-11-0000	SERRANO, RIGOBERTO & SERRANO, PRIMITIVA	PARKING LOT	62	7,812	-	6.82	0.06820	0.1785	955.62
1048361120000	1048-361-12-0000	HUNTS POINT FALLS LLC	PARKING LOT	62	7,855	-	6.82	0.06820	0.1785	958.55
1048362020000	1048-362-02-0000	BETHEL CONGREGATIONAL CHURCH	VACANT	46	8,142	-	6.82	0.06820	0.1785	869.0
1048362030000	1048-362-03-0000	WALLA WALL GROUP	OFFICE	273	16,800	9,342	6.82	0.06820	0.1785	4,675.17
1048362040000	1048-362-04-0000	ESCARENO GROUP CORP & MINKLER, LISA MARIE GUZMAN (SP-DAVID	RESID. SINGLE FAMILY	86	7,680	2,209	6.82	0.06820	0.1785	1,504.6
1048362050000	1048-362-05-0000	ALELUK LLC	PARKING LOT	187	8,736	-	6.82	0.06820	0.1785	1,871.14
1048362060000	1048-362-06-0000	SCHNEIDER CA INVESTMENTS LLC & JANSAK CA INVESTMENTS LLC	VETERINARIAN/HOSP	49	8,640	1,940	6.82	0.06820	0.1785	1,269.72
1048362070000	1048-362-07-0000	SHOKER BROTHERS LLC & TRIPLE S OIL LLC	MINI MART	250	15,624	1,148	6.82	0.06820	0.1785	2,975.47

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1048362080000	1048-362-08-0000	ALELUK LLC	OFFICE	93	11,718	11,096	6.82	0.06820	0.1785	3,414.06
1048362090000	1048-362-09-0000	BETHEL CONGREGATIONAL CHURCH	CHURCH	220	11,782	-	6.82	0.06820	0.1785	2,303.93
1048362100000	1048-362-10-0000	PENTECOSTAL CHURCH OF GOD I M PAC RE	CHURCH	62	7,855	-	6.82	0.06820	0.1785	958.55
1048363010000	1048-363-01-0000	AFSARI, FAISAL & AFSARI, NUSRAT	AUTOMOTIVE USES	160	5,136	100	6.82	0.06820	0.1785	1,459.33
1048363020000	1048-363-02-0000	D BLOCK LUXURY APARTMENTS LLC	PARKING LOT	411	38,086	-	6.82	0.06820	0.1785	5,400.49
1048363030000	1048-363-03-0000	D BLOCK LUXURY APARTMENTS LLC	PARKING LOT	224	11,512	-	6.82	0.06820	0.1785	2,312.8
1048363040000	1048-363-04-0000	D BLOCK LUXURY APARTMENTS LLC	VACANT	205	10,080	-	6.82	0.06820	0.1785	2,085.56
1048363050000	1048-363-05-0000	D BLOCK LUXURY APARTMENTS LLC	RETAIL SALES	260	31,901	31,973	6.82	0.06820	0.1785	9,656.03
1048551110000	1048-551-11-0000	EUCLID INVESTMENT GROUP LLC	RESID. APARTMENTS	349	29,886	124,565	6.82	0.06820	0.1785	26,653.26
1048551120000	1048-551-12-0000	EUCLID INVESTMENT GROUP LLC	VACANT	287	21,240	-	6.82	0.06820	0.1785	3,405.91
1048551130000	1048-551-13-0000	ONTARIO HOUSING AUTHORITY	VACANT	206	6,430	-	6.82	0.06820	0.1785	1,843.45
1048551140000	1048-551-14-0000	EUCLID INVESTMENT GROUP LLC	VACANT	264	18,415	-	6.82	0.06820	0.1785	3,056.38
1048551150000	1048-551-15-0000	CITY OF ONTARIO	VACANT	166	28,163	-	6.82	0.06820	0.1785	3,052.84
1048552130000	1048-552-13-0000	CITY OF ONTARIO	PARKING LOT	546	34,579	-	6.82	0.06820	0.1785	6,082.01
1048552140000	1048-552-14-0000	CITY OF ONTARIO	PARKING LOT	97	19,096	-	6.82	0.06820	0.1785	1,963.89
1048552150000	1048-552-15-0000	ONTARIO HOUSING AUTHORITY	PARKING LOT	10	2,439	-	6.82	0.06820	0.1785	234.54
1048552170000	1048-552-17-0000	ONTARIO HOUSING AUTHORITY	BANK	218	10,993	6,800	6.82	0.06820	0.1785	3,450.28
1048552180000	1048-552-18-0000	CITY OF ONTARIO	VACANT	14	789	-	6.82	0.06820	0.1785	149.29
1048552220000	1048-552-22-0000	ONTARIO PARK PLAZA ONE LLC	RETAIL SALES	213	8,509	8,828	6.82	0.06820	0.1785	3,608.77
1048552230000	1048-552-23-0000	ONTARIO PARK PLAZA ONE LLC	VACANT	-	1,786	-	6.82	0.06820	0.1785	121.81
1048552240000	1048-552-24-0000	ONTARIO HOUSING AUTHORITY	VACANT	195	24,332	-	6.82	0.06820	0.1785	2,989.34
1048553010000	1048-553-01-0000	A BLOCK LLC	VACANT	185	7,434	-	6.82	0.06820	0.1785	1,768.7
1048553020000	1048-553-02-0000	A BLOCK LLC	RETAIL SALES	48	8,496	4,450	6.82	0.06820	0.1785	1,701.11
1048553030000	1048-553-03-0000	A BLOCK LLC	VACANT	48	8,496	-	6.82	0.06820	0.1785	906.79
1048553040000	1048-553-04-0000	A BLOCK LLC	PARKING LOT	225	8,496	-	6.82	0.06820	0.1785	2,113.93
1048553050000	1048-553-05-0000	A BLOCK LLC	RETAIL SALES	40	5,760	-	6.82	0.06820	0.1785	665.63
1048553060000	1048-553-06-0000	A BLOCK LLC	SHOPPING CENTERS	157	3,810	-	6.82	0.06820	0.1785	1,330.58
1048553070000	1048-553-07-0000	A BLOCK LLC	RETAIL SALES	33	4,191	-	6.82	0.06820	0.1785	510.89
1048553080000	1048-553-08-0000	A BLOCK LLC	SHOPPING CENTERS	53	6,731	-	6.82	0.06820	0.1785	820.51
1048553090000	1048-553-09-0000	A BLOCK LLC	PARKING LOT	28	3,556	-	6.82	0.06820	0.1785	433.48
1048553100000	1048-553-10-0000	A BLOCK LLC	PARKING LOT	146	2,520	-	6.82	0.06820	0.1785	1,167.58
1048553110000	1048-553-11-0000	A BLOCK LLC	PARKING LOT	31	3,906	-	6.82	0.06820	0.1785	477.81
1048553120000	1048-553-12-0000	A BLOCK LLC	RETAIL SALES	31	3,906	-	6.82	0.06820	0.1785	477.81
1048553130000	1048-553-13-0000	A BLOCK LLC	RETAIL SALES	62	7,812	10,000	6.82	0.06820	0.1785	2,740.62
1048553140000	1048-553-14-0000	A BLOCK LLC	RETAIL SALES	32	4,268	-	6.82	0.06820	0.1785	509.32
1048553150000	1048-553-15-0000	A BLOCK LLC	RETAIL SALES	31	3,780	3,904	6.82	0.06820	0.1785	1,166.08
1048553160000	1048-553-16-0000	A BLOCK LLC	RETAIL SALES	31	8,854	3,250	6.82	0.06820	0.1785	1,395.39
1048553170000	1048-553-17-0000	A BLOCK LLC	RETAIL SALES	65	8,190	17,400	6.82	0.06820	0.1785	4,107.76
1048561070000	1048-561-07-0000	GROUP 1 EL MONTE PROPERTIES LTD	RESID. APARTMENTS	225	8,496	3,417	6.82	0.06820	0.1785	2,723.86
1048561080000	1048-561-08-0000	JOSHUA 1 PROPERTY MANAGEMENT LLC	MEDICAL/DENTAL/LABS	96	17,169	3,845	6.82	0.06820	0.1785	2,511.98
1048561090000	1048-561-09-0000	HU, ZHENGQIANG & DU, RUILAN	RESIDENTIAL	48	8,554	1,392	6.82	0.06820	0.1785	1,159.21
1048561100000	1048-561-10-0000	CABANAS, MIGUEL ANGEL & CABANAS, ANAHI	VACANT	48	8,496	-	6.82	0.06820	0.1785	906.79
1048561110000	1048-561-11-0000	CLS-INVESTMENTS INC & COMMUNITY LENDING SERVICES INC	OFFICE	123	8,400	1,190	6.82	0.06820	0.1785	1,624.16
1048561120000	1048-561-12-0000	MOGA, SCOTT T & VIGRINIA M FAM TRUST	COMMERCIAL	102	4,896	1,728	6.82	0.06820	0.1785	1,338.0
1048561130000	1048-561-13-0000	FRONTIER CALIFORNIA INC	VACANT	642	54,516	109,032	6.82	0.06820	0.1785	27,558.64
1048562010000	1048-562-01-0000	CITY OF ONTARIO	CHURCH	417	42,834	20,826	6.82	0.06820	0.1785	9,482.66
1048562020000	1048-562-02-0000	RMEICH LLC	OFFICE	225	8,496	4,178	6.82	0.06820	0.1785	2,859.7
1048562030000	1048-562-03-0000	LAUREL INVESTMENTS PROPERTY GROUP FU	SHOPPING CENTERS	369	34,161	19,923	6.82	0.06820	0.1785	8,402.62
1048562060000	1048-562-06-0000	CITY OF ONTARIO	OFFICE	55	2,658	1,980	6.82	0.06820	0.1785	909.81
1048562070000	1048-562-07-0000	CITY OF ONTARIO	COMMERCIAL	170	13,032	-	6.82	0.06820	0.1785	2,048.18
1048563010000	1048-563-01-0000	TORRES, MARIA & HORTA, OSVALDO ANDRES	OFFICE	175	6,096	1,194	6.82	0.06820	0.1785	1,822.38
1048563020000	1048-563-02-0000	JJDR REAL ESTATE CORP	VACANT	48	8,496	-	6.82	0.06820	0.1785	906.79
1048563030000	1048-563-03-0000	JJDR REAL ESTATE CORP	RETAIL SALES	96	16,992	6,767	6.82	0.06820	0.1785	3,021.48
1048563060000	1048-563-06-0000	CITY OF ONTARIO	VACANT	226	9,365	-	6.82	0.06820	0.1785	2,180.01
1048563070000	1048-563-07-0000	PATY LLC	OFFICE	48	7,536	5,154	6.82	0.06820	0.1785	1,761.3
1048563080000	1048-563-08-0000	GOMEZ, BERNARDO DEL REAL & REAL, SANDRA DEL	SHOPPING CENTERS	96	16,992	16,692	6.82	0.06820	0.1785	4,793.1
1048563090000	1048-563-09-0000	S N A HOLDINGS LLC	AUTOMOTIVE USES	46	8,496	-	6.82	0.06820	0.1785	893.15
1048563100000	1048-563-10-0000	S N A HOLDINGS LLC	AUTOMOTIVE USES	225	8,496	-	6.82	0.06820	0.1785	2,113.93
1048563110000	1048-563-11-0000	BECERRA, GLORIA A & AYALA, KRYSTAL J	RESIDENTIAL	47	2,400	790	6.82	0.06820	0.1785	625.24
1048563120000	1048-563-12-0000	JJDR REAL ESTATE CORPORATION	RETAIL SALES	48	7,953	3,360	6.82	0.06820	0.1785	1,469.51
1048563130000	1048-563-13-0000	JJDR REAL ESTATE CORPORATION	RETAIL SALES	225	8,754	13,104	6.82	0.06820	0.1785	4,470.59

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1048564010000	1048-564-01-0000	LCS ENTERPRISES LLC	RETAIL SALES	176	7,680	6,888	6.82	0.06820	0.1785	2,953.6
1048564020000	1048-564-02-0000	JIANPING LLC	RETAIL SALES	48	8,496	16,724	6.82	0.06820	0.1785	3,892.02
1048564030000	1048-564-03-0000	CITY OF ONTAIRO	RETAIL SALES	196	8,820	15,650	6.82	0.06820	0.1785	4,731.77
1048564040000	1048-564-04-0000	CITY OF ONTARIO	RETAIL SALES	55	6,875	4,125	6.82	0.06820	0.1785	1,580.29
1048564050000	1048-564-05-0000	CITY OF ONTARIO	RETAIL SALES	36	3,906	2,733	6.82	0.06820	0.1785	999.75
1048564060000	1048-564-06-0000	CITY OF ONTARIO	VACANT	61	7,812	-	6.82	0.06820	0.1785	948.8
1048564070000	1048-564-07-0000	ROUMBOS, JOHN P & GEORGIA TRUST & ROUMBOS, JOHN P AND GEORGIA TRS	SHOPPING CENTERS	93	10,278	10,572	6.82	0.06820	0.1785	3,222.32
1048564080000	1048-564-08-0000	S AMERICAN LLC	RETAIL SALES	21	1,835	3,472	6.82	0.06820	0.1785	888.12
1048564090000	1048-564-09-0000	DAMON, DAN & JACKIE FAMILY TRUST 8-1	RETAIL SALES	93	2,132	3,960	6.82	0.06820	0.1785	1,486.52
1048564100000	1048-564-10-0000	CHANG, CHIEN-KUO & YU-YUN CHEN SUR S & TSENG, WEINAN WILLIAM FAMILY LIV TR	RETAIL SALES	74	4,330	8,660	6.82	0.06820	0.1785	2,345.8
1048564110000	1048-564-11-0000	JJDR REAL ESTATE CORPORATION	RETAIL SALES	48	8,622	3,615	6.82	0.06820	0.1785	1,560.66
1048564120000	1048-564-12-0000	HT124 TITLE HOLDING TRUST	RETAIL SALES	214	8,914	8,653	6.82	0.06820	0.1785	3,611.98
1048564130000	1048-564-13-0000	CITY OF ONTARIO	VACANT	58	6,299	-	6.82	0.06820	0.1785	825.15
1048564140000	1048-564-14-0000	CITY OF ONTARIO	VACANT	97	9,312	-	6.82	0.06820	0.1785	1,296.62
1048565010000	1048-565-01-0000	CITY OF ONTARIO	PARKING LOT	291	23,388	-	6.82	0.06820	0.1785	3,579.68
1048565020000	1048-565-02-0000	CITY OF ONTARIO	MEDICAL/DENTAL/LABS	30	2,100	2,100	6.82	0.06820	0.1785	722.67
1048565030000	1048-565-03-0000	CITY OF ONTARIO	RETAIL SALES	219	11,782	33,804	6.82	0.06820	0.1785	8,331.13
1048565040000	1048-565-04-0000	HERRERA FAMILY REVOCABLE TR 04/05/24 & CENTENO, RICHARD	RETAIL SALES	24	1,536	2,400	6.82	0.06820	0.1785	696.84
1048565050000	1048-565-05-0000	PHOEBE INTERNATIONAL LLC	RETAIL SALES	37	5,820	11,976	6.82	0.06820	0.1785	2,786.98
1048565060000	1048-565-06-0000	SALDANAS, ISIDRO REVOCABLE TR 8/29/1	RETAIL SALES	62	7,812	7,812	6.82	0.06820	0.1785	2,350.06
1048565070000	1048-565-07-0000	GINGOLD FAMILY TRUST 1-28-09	RETAIL SALES	31	4,032	3,696	6.82	0.06820	0.1785	1,146.14
1048565080000	1048-565-08-0000	GARDNER DENTAL PROPERTY LLC	MEDICAL/DENTAL/LABS	31	3,780	3,480	6.82	0.06820	0.1785	1,090.4
1048565090000	1048-565-09-0000	CITY OF ONTARIO	RETAIL SALES	31	4,000	5,560	6.82	0.06820	0.1785	1,476.68
1048565100000	1048-565-10-0000	205 N EUCLID LLC	RETAIL SALES	188	7,812	7,938	6.82	0.06820	0.1785	3,231.87
1048565110000	1048-565-11-0000	INDEPENDENT ORDER OF ODD FELLOWS	RETAIL SALES	95	9,216	36,864	6.82	0.06820	0.1785	7,856.66
1048565120000	1048-565-12-0000	KIM, BRUCE	MEDICAL/DENTAL/LABS	118	3,360	3,296	6.82	0.06820	0.1785	1,622.25
1048565130000	1048-565-13-0000	CITY OF ONTARIO	VACANT	107	5,136	-	6.82	0.06820	0.1785	1,080.02
1048565140000	1048-565-14-0000	CITY OF ONTARIO	VACANT	-	8,448	-	6.82	0.06820	0.1785	576.15
1048566010000	1048-566-01-0000	CITY OF ONTARIO	VACANT	148	4,800	-	6.82	0.06820	0.1785	1,336.72
1048566020000	1048-566-02-0000	CITY OF ONTARIO	RETAIL SALES	48	8,496	6,111	6.82	0.06820	0.1785	1,997.6
1048566030000	1048-566-03-0000	CITY OF ONTARIO	VACANT	48	8,496	-	6.82	0.06820	0.1785	906.79
1048566040000	1048-566-04-0000	POMONA FIRST FED SAVINGS/LOAN ASSOC	BANK	219	11,844	10,840	6.82	0.06820	0.1785	4,236.28
1048566050000	1048-566-05-0000	BETHLEHEM AJAM ONE INC	RETAIL SALES	136	17,262	35,524	6.82	0.06820	0.1785	8,445.82
1048566060000	1048-566-06-0000	TANG, LAN T	RETAIL SALES	52	6,552	5,800	6.82	0.06820	0.1785	1,836.79
1048566070000	1048-566-07-0000	OVERLAND DIRECT INC	RETAIL SALES	219	11,718	12,003	6.82	0.06820	0.1785	4,435.28
1048566080000	1048-566-08-0000	CITY OF ONTARIO	PARKING LOT	-	2,400	-	6.82	0.06820	0.1785	163.68
1048566090000	1048-566-09-0000	CITY OF ONTARIO	PARKING LOT	100	14,662	-	6.82	0.06820	0.1785	1,681.95
1048566100000	1048-566-10-0000	CITY OF ONTARIO	VACANT	225	8,496	-	6.82	0.06820	0.1785	2,113.93
1048566110000	1048-566-11-0000	CITY OF ONTARIO	VACANT	77	3,696	2,208	6.82	0.06820	0.1785	1,171.34
1049055010000	1049-055-01-0000	221 W HOLT BLVD TRUST 2023	RETAIL SALES	192	9,064	9,064	6.82	0.06820	0.1785	3,545.53
1049055020000	1049-055-02-0000	NAVARRETE, JOSE REYNALDO & QUIJADA, SONIA OLINDA NAVARRETE	RETAIL SALES	42	3,738	3,738	6.82	0.06820	0.1785	1,208.6
1049055030000	1049-055-03-0000	213 W HOLT BLVD TRUST 2022	SHOPPING CENTERS	50	4,361	4,361	6.82	0.06820	0.1785	1,416.86
1049055040000	1049-055-04-0000	J & C DYNAMICS INC	SHOPPING CENTERS	47	4,183	4,183	6.82	0.06820	0.1785	1,352.49
1049055050000	1049-055-05-0000	TRAKHMAN, ALEXSANDR & KRUTCHENSKY, JEFFREY	AUTOMOTIVE USES	137	4,272	1,000	6.82	0.06820	0.1785	1,404.19
1049055060000	1049-055-06-0000	TRAKHMAN, ALEXSANDR & KRUTCHENSKY, JEFFREY	AUTOMOTIVE USES	137	4,301	-	6.82	0.06820	0.1785	1,227.67
1049055070000	1049-055-07-0000	J & C DYNAMICS INC	VACANT	47	4,183	-	6.82	0.06820	0.1785	605.82
1049055080000	1049-055-08-0000	213 W HOLT BLVD TRUST 2022	VACANT	48	4,301	-	6.82	0.06820	0.1785	620.69
1049055090000	1049-055-09-0000	115 S PALM AVE BUILDING TRUST 11/29/	RETAIL SALES	233	12,816	12,905	6.82	0.06820	0.1785	4,766.65
1049056010000	1049-056-01-0000	CITY OF ONTARIO	VACANT	254	15,225	-	6.82	0.06820	0.1785	2,770.63
1049056020000	1049-056-02-0000	CITY OF ONTARIO	VACANT	48	4,872	-	6.82	0.06820	0.1785	659.63
1049056030000	1049-056-03-0000	CITY OF ONTARIO	VACANT	48	4,872	-	6.82	0.06820	0.1785	659.63
1049056040000	1049-056-04-0000	CITY OF ONTARIO	VACANT	153	5,040	-	6.82	0.06820	0.1785	1,387.19
1049056050000	1049-056-05-0000	CITY OF ONTARIO	SCHOOLS	250	15,225	15,000	6.82	0.06820	0.1785	5,420.85
1049056060000	1049-056-06-0000	CITY OF ONTARIO	VACANT	250	15,225	-	6.82	0.06820	0.1785	2,743.35
1049057010000	1049-057-01-0000	UNITED STATES OF AMERICA	VACANT	430	22,632	-	6.82	0.06820	0.1785	4,476.1
1049057020000	1049-057-02-0000	LANDAVERDE, XENIA E TRUST 2020	RETAIL SALES	56	4,428	4,428	6.82	0.06820	0.1785	1,474.31
1049057030000	1049-057-03-0000	FLORES, JOSE JAIMIE & FLORES, GRACIELA	RETAIL SALES	158	5,280	5,212	6.82	0.06820	0.1785	2,368.0
1049057040000	1049-057-04-0000	PUSCIZNA, DAVID & LUCE, DONALD BRUM TRUST 12-17-18	RETAIL SALES	31	3,520	6,680	6.82	0.06820	0.1785	1,643.86
1049057050000	1049-057-05-0000	ROSALES, DAVID ALEXANDER	SHOPPING CENTERS	430	4,900	9,000	6.82	0.06820	0.1785	4,873.28
1049057060000	1049-057-06-0000	CITY OF ONTARIO	VACANT	156	5,600	-	6.82	0.06820	0.1785	1,445.84
1049057070000	1049-057-07-0000	CITY OF ONTARIO	VACANT	50	3,723	-	6.82	0.06820	0.1785	594.91

Assessor's Parcel Number (APN)	Assessor's Parcel Number Formatted (APN)	Owner Name	Land Use	Linear Frontage (Ft)	Lot Size (Sq Ft)	Building Area (Sq Ft)	Linear Frontage Assess Rate ($/Ft)	Lot Size Assess Rate ($/Sq Ft)	Building Assess Rate ($/Sq Ft)	FY 2026/27 Assessment ($)
1049058010000	1049-058-01-0000	VEJ ONTARIO LP	COMMERCIAL	208	9,856	8,654	6.82	0.06820	0.1785	3,635.48
1049058020000	1049-058-02-0000	CITY OF ONTARIO	VACANT	68	5,077	-	6.82	0.06820	0.1785	810.01
1049058030000	1049-058-03-0000	HOUSING AUTHORITY/CO SAN BERNARDINO	COMMERCIAL	191	8,910	21,351	6.82	0.06820	0.1785	5,721.44
1049058040000	1049-058-04-0000	ROJAS, LUIS ALBERTO FAM TR 12/15/08 & ROJAS, LUIS A	OFFICE	214	9,000	4,048	6.82	0.06820	0.1785	2,795.85
1049058050000	1049-058-05-0000	CORNERSTONE CA LLC	MEDICAL/DENTAL/LABS	204	13,346	3,920	6.82	0.06820	0.1785	3,001.2
1049059070000	1049-059-07-0000	ONTARIO EMPORIA II HOUSING PARTNERS	RESID. SINGLE FAMILY	52	6,136	-	6.82	0.06820	0.1785	773.12
1049059080000	1049-059-08-0000	VEJ ONTARIO LP	SHOPPING CENTERS	74	8,140	2,910	6.82	0.06820	0.1785	1,579.26
1049059090000	1049-059-09-0000	VEJ ONTARIO LP	PARKING LOT	56	8,140	-	6.82	0.06820	0.1785	937.07
1049059140000	1049-059-14-0000	CITY OF ONTARIO	VACANT	405	39,403	-	6.82	0.06820	0.1785	5,449.38
1049059210000	1049-059-21-0000	VEJ ONTARIO LP	COMMERCIAL	269	29,645	22,935	6.82	0.06820	0.1785	7,950.27
1049061010000	1049-061-01-0000	SEC EUCLID & HOLT AVE PROPERTY LP	OFFICE	428	20,097	57,930	6.82	0.06820	0.1785	14,630.08
1049061020000	1049-061-02-0000	SEC EUCLID & HOLT AVE PROPERTY LP	OFFICE	427	20,196	-	6.82	0.06820	0.1785	4,289.51
1049061030000	1049-061-03-0000	SEC EUCLID & HOLT AVE PROPERTY LP	PARKING LOT	48	4,488	-	6.82	0.06820	0.1785	633.44
1049062010000	1049-062-01-0000	CITY OF ONTARIO	RECREATIONAL	395	34,087	15,000	6.82	0.06820	0.1785	7,696.13
1049062020000	1049-062-02-0000	CITY OF ONTARIO	RECREATIONAL	412	38,880	-	6.82	0.06820	0.1785	5,461.46
1049063010000	1049-063-01-0000	NA, SUSAN TR	AUTOMOTIVE USES	190	9,021	5,536	6.82	0.06820	0.1785	2,899.21
1049063020000	1049-063-02-0000	CITY OF ONTARIO	SHOPPING CENTERS	97	13,548	11,400	6.82	0.06820	0.1785	3,620.41
1049063030000	1049-063-03-0000	SAN BERNARDINO COUNTY TRANSPORATION	RETAIL SALES	17	1,504	1,040	6.82	0.06820	0.1785	404.15
1049063040000	1049-063-04-0000	SAN BERNARDINO COUNTY TRANSPORATION	RETAIL SALES	31	3,008	2,080	6.82	0.06820	0.1785	787.85
1049063050000	1049-063-05-0000	CARVALHO, LISA C	RETAIL SALES	142	4,512	1,614	6.82	0.06820	0.1785	1,564.26
1049063060000	1049-063-06-0000	NOPPERT, BRIAN & NOPPERT, LAURIE	AUTOMOTIVE USES	142	4,512	3,384	6.82	0.06820	0.1785	1,880.2
1049063070000	1049-063-07-0000	NOPPERT, BRIAN & NOPPERT, LAURIE	COMMERCIAL	48	4,464	1,645	6.82	0.06820	0.1785	925.44
1049063080000	1049-063-08-0000	NOPPERT, BRIAN & NOPPERT, LAURIE	VACANT	96	9,021	-	6.82	0.06820	0.1785	1,269.95
1049063090000	1049-063-09-0000	NA, CHRIS SUNG & NA, STEVE CHUNGHWAN	VACANT	143	4,559	-	6.82	0.06820	0.1785	1,286.18
1049063100000	1049-063-10-0000	HARMAN, JOHN D & HARMAN, PAULA R	SHOPPING CENTERS	47	4,559	4,000	6.82	0.06820	0.1785	1,345.46
1049064120000	1049-064-12-0000	CITY OF ONTARIO	RECREATIONAL	-	8,064	-	6.82	0.06820	0.1785	549.96
1049064130000	1049-064-13-0000	CITY OF ONTARIO	RECREATIONAL	133	12,768	6,400	6.82	0.06820	0.1785	2,920.24
1049064140000	1049-064-14-0000	CITY OF ONTARIO	PARKING LOT	620	48,242	6,232	6.82	0.06820	0.1785	8,630.92
Total				**27,356**	**2,031,880**	**1,154,583**				**$531,235.29**
Parcel Count										**205**

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Belinda Negrete Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: A RESOLUTION APPROVING THE ADDITION OF FIRE DEPARTMENT CLASSIFICATIONS TO THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM

RECOMMENDATION: That the City Council adopt a Resolution approving additional Fire Department classifications to the terms and conditions for Fire Department responses to the California Fire and Rescue Mutual Aid System requests to assist State of California and Federal Fire agencies.

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

FISCAL IMPACT: Approval of the proposed Resolution will ensure the City's Fire Department recovers the maximum amount of reimbursable costs when assigned to emergency incidents through the mutual aid system.

BACKGROUND & ANALYSIS: The intent of the California Fire Assistance Agreement (CFAA) is to compensate California Fire and Rescue Mutual Aid System Agencies for the cost of assisting the State of California and Federal Agencies. In 2015, it was established that, to be reimbursed from the time of initial dispatch from their home base to the time of return to home base (portal-to-portal), a MOU/MOA, governing body Resolution or equivalent document must be on file with the Office of Emergency Services (Cal OES). Without this agreement, reimbursement would be for actual hours worked while on the incident.

Previously adopted Resolutions approved the following classifications as eligible for portal-to-portal reimbursement and to respond to out-of-jurisdiction incidents. In 2015, Resolution No. 2015-039 approved the positions of Fire Chief, Senior Deputy Chief, Deputy Fire Chief, Battalion Chief, Fire Captain, Fire Engineer, Firefighter and Nurse Administrator. In 2022, Resolution No. 2022-011 added the classifications of Fire Administrative Director, Emergency Manager, Fire Communications Manager, Fire Dispatch Supervisor, Senior Fire Dispatcher and Fire Dispatcher. In 2024, Resolution No. 2024-063 added the classifications of Administrative Officer, Senior Management Analyst, Management Analyst, Emergency Medical Services ("EMS") Director, and EMS Nurse. In 2025, Resolution No. 2025-033 added the classifications of Chief Deputy, Senior Administrative Assistant,

Administrative Assistant, Administrative Technician, Community Information Specialist, Community Information Supervisor, Emergency Management Coordinator, and Senior Public Safety Business Analyst.

The Fire Department is requesting to add the following classifications to be eligible for portal-to-portal reimbursement and to respond to out-of-jurisdiction incidents in various administrative and support roles: Departmental Administrator and Management Assistant.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT.

WHEREAS the City of Ontario ("City") Fire Department is a public agency providing fire protection services located in the County of San Bernardino, State of California; and

WHEREAS, the City desires to provide for fair and legal payment to all employees for time worked; and

WHEREAS, the City adopted Resolution No. 2015-039 which specified the positions of Fire Chief, Senior Deputy Fire Chief, Deputy Fire Chief, Battalion Chief, Fire Captain, Fire Engineer, Firefighter, and Nurse Administrator as eligible classifications for reimbursement from the time of initial dispatch from their home base to the time of return to home base (portal-to-portal) while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident or pre-positioned for emergency response; and

WHEREAS, the City adopted Resolution No. 2022-011 which added the positions of Fire Administrative Director, Emergency Manager, Fire Communications Manager, Fire Dispatch Supervisor, Senior Fire Dispatcher, and Fire Dispatcher as eligible classifications for reimbursement from the time of initial dispatch from their home base to the time of return to home base (portal-to-portal) while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident or pre-positioned for emergency response; and

WHEREAS, the City adopted Resolution No. 2024-063 which added the positions of Administrative Officer, Senior Management Analyst, Management Analyst, Emergency Medical Services ("EMS") Director, and EMS Nurse as eligible classifications for reimbursement from the time of initial dispatch from their home base to the time of return to home base (portal-to-portal) while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident or pre-positioned for emergency response; and

WHEREAS, the City adopted Resolution No. 2025-033 which added the positions of Chief Deputy, Senior Administrative Assistant, Administrative Assistant, Administrative Technician, Community Information Specialist, Community Information Supervisor, Emergency Management Coordinator, and Senior Public Safety Business Analyst as eligible classifications for reimbursement from the time of initial dispatch from their home base to the time of return to home base (portal-to-portal) while in the

course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident or pre-positioned for emergency response; and

WHEREAS, the City has in its employ, the following emergency response personnel: Departmental Administrator and Management Assistant; and

WHEREAS, the City will compensate its employees portal-to-portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the City will compensate its employees' overtime, in accordance with their current Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive, while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

NOW, THEREFORE, be it resolved by the Ontario City Council that the following shall become effective immediately upon adoption:

1. Personnel shall be compensated according to the MOU, Personnel Rules and Regulations, and/or other policy directive that identifies personnel compensation in the workplace.

2. For clarification, in the event where the MOU, Personnel Rules and Regulations, and/or other directive does not specify, personnel will be compensated (portal-to-portal) beginning at the time of dispatch to the return to home base when equipment and personnel are in service and available for agency response.

3. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive, or similar document will be used to compensate such personnel.

4. The City’s Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.

5. City’s Fire Department response personnel include: Departmental Administrator and Management Assistant.

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

PASSED, APPROVED, AND ADOPTED this 7th day of July 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 July 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held July 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Nicole Alvarez Staff Member Presenting: Rudy Lopez, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **ACCEPTANCE OF GRANT FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FY 2026-27 IN THE AMOUNT OF $336,600**

RECOMMENDATION: That City Council authorize the City Manager or his designee to execute all documents necessary to accept a 12-month grant in the amount of $336,600 from the California Office of Traffic Safety (OTS) for participation in the FY 2026-27 Selective Traffic Enforcement Program (STEP) Grant.

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

FISCAL IMPACT: Grant awards were announced in June 2026, and the funds will be used for eligible costs incurred from October 1, 2026 to September 30, 2027. These grants are reimbursable on a quarterly basis and fund police overtime, education, equipment, supplies, and training to conduct DUI saturation patrols, special traffic enforcement, field enforcement, street racing enforcement and training, education and sobriety checkpoints. The department is approved for $336,600 in grant funding, the City is not required to provide matching funds for the grants. If approved, revenue and associated expenditure adjustments will be included in the Grants Fund at a future quarterly budget update to City Council.

BACKGROUND & ANALYSIS: The California Office of Traffic Safety (OTS), through the National Highway Traffic Safety Administration (NHTSA), offers local law enforcement agencies overtime grants to mitigate traffic safety program deficiencies, expand ongoing activities, develop new programs, and conduct sobriety checkpoints. The grant period includes two "National Impaired Driving Campaign" mobilization periods: the Winter Mobilization which occurs around Christmas and New Year's Eve and Summer Mobilization which occurs around Labor Day. Sobriety checkpoints, DUI saturation patrols and special traffic enforcement will be scheduled during each of the highly publicized mobilization periods. Additional operations will continue to be conducted outside the mobilization periods. Each overtime operation and checkpoint will be conducted according to each operation's specific needs, which may require supervisors, officers, technicians, and/or clerical/other staff members. The goal of the OTS grant program includes: (1) reducing the

number of people killed in alcohol-involved crashes through the combined efforts of local law enforcement agencies, California Highway Patrol, and OTS, (2) reduce the total number of traffic collisions that occur within the city, (3) through press releases, inform citizens of increased enforcement and educate drivers that the only way to “avoid” arrest, injury, and/or death is to drive sober, and (4) network with regional law enforcement agencies to conduct multiple joint operations to decrease alcohol related issues such as DUI’s and underage drinking.

Nicole Alvarez

From: OTS Email <contact@ots.ca.gov>
Sent: Friday, May 29, 2026 9:53 AM
To: jim.owens@ots.ca.gov; Nicole Alvarez
Subject: OTS Tentatively Approved Your Application 27-007382

Caution – External Sender

Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your Ontario Police Department application 27-007382 for the proposal titled "Selective Traffic Enforcement Program (STEP)" in the amount of $336,600 for the Federal Fiscal Year 2027 grant period. This tentative award is contingent on approval from the National Highway Traffic Safety Administration. Please do not publicly announce this tentative award until after the grant start date and the grant agreement is fully signed and executed.

Your OTS Coordinator will contact you to discuss your proposal and explain the grant agreement development process. Costs incurred and accrued prior to the grant start date are not reimbursable. It is our goal for your grant to be fully signed and executed by a grant start date of October first. A delay in starting the grant timely may result in a modified grant start date and reduction in the total award amount.

Please respond to this email by contacting your OTS Coordinator at the email address listed below and indicate whether City Council or Board of Supervisors approval is required to sign the grant agreement. You should begin this process now to avoid a delay in executing your grant.

If you have questions, please contact Jim Owens, Grant Coordinator at jim.owens@ots.ca.gov.

Thank you for your commitment to traffic safety so that all people will be safe on California roads.

Sincerely,
Stephanie Dougherty
Director

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Fire Department Prepared By: Sagar Patel Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: A DONATION FROM KIMBERLY-CLARK FOUNDATION TO THE ONTARIO FIRE DEPARTMENT

RECOMMENDATION: That the City Council recognize a donation of $120,000 from the Kimberly-Clark Foundation.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The $120,000 will be held in a donations deposit in the General Fund until determination is made on how these funds will be utilized for the Ontario Fire Department.

BACKGROUND & ANALYSIS: On April 7, 2026, a fire broke out at the Kimberly-Clark logistics warehouse in the early morning hours. The Ontario Fire Department responded swiftly, evacuating employees to safety, and immediately attacking the blaze. The incident required a total of twenty engine companies, fifteen truck companies, two ambulances with supervisors, seventeen chief officers, three investigators, three specialized resources and approximately one hundred and seventy-five firefighters. Though the fire was contained to the building of origin, the structure is considered a complete loss with an active investigation in progress.

As a form of commitment to the community and to support the City of Ontario and the Fire Department's mission, the Kimberly-Clark Foundation has donated $120,000 to the Ontario Fire Department to be spent at the discretion of the Fire Chief for items including but not limited to community-based programming and events, consulting services, firefighting equipment, and/or other department related initiatives that enhance the quality of service.

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Cynthia Heredia-Torres Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Daniel P Beers, Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH SWA GROUP, INC., AND KLEINFELDER, INC. AND AN AGREEMENT WITH KIZH NATION RESOURCES MANAGEMENT FOR THE ONTARIO GRAND PARK PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 5 to the Professional Services Agreement with SWA Group, Inc., of Laguna Beach, California, for additional engineering services for the Grand Park project in the amount of $116,400 for a total not-to-exceed contract amount of $6,819,396; and
B. Authorize the City Manager, or his designee, to execute Amendment No. 11 to the Professional Services Agreement with Kleinfelder, Inc., of Ontario, California, for on-call geotechnical and materials testing services for the Grand Park project in the amount of $71,780 for a total not-to-exceed agreement amount of $2,978,918; and
C. Authorize an Agreement with Kizh Nation Resources Management to monitor all groundwork to ensure the Native American Cultural Resources are properly mitigated per the approved Environmental Impact Report for a total not-to-exceed contract amount of $411,680; and
D. Authorize the City Manager, or his designee, to execute all documents required for the completion of the project which may include, but not limited to, agreements, assessments, easements, reduction of retention accounts, contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction-related activities.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The Fiscal Year 2026-27 Adopted Budget includes appropriations in the Park Impact Fund for the Ontario Grand Park project. The proposed Amendment No. 5 to the Professional Services Agreement with SWA Group, Inc. for additional engineering services is in the amount of $116,400 for a total not-to-exceed contract amount of $6,819,396. The proposed Amendment No. 11 to the Professional Services Agreement with Kleinfelder, Inc. for on-call geotechnical consulting and materials testing services is in the amount of $71,780 for a total not-to-exceed contract amount of $2,978,918. The proposed Agreement with Kizh Nation Resources Management for Native American Cultural Resources mitigation is a total not-to-exceed contract amount of $411,680.

BACKGROUND & ANALYSIS: On December 21, 2021, the City Council approved the conceptual “Great Park" Master Plan and the preliminary park design for Phase 1. Phase 1 builds upon the framework established in the Conceptual Park Master Plan and is comprised of approximately 130 acres of land and occurs within the eastern portion of Ontario Ranch.

On March 3, 2026, the City Council awarded Amendment No. 4 to SWA Group, Inc. to update and redesign the utility plans for the Grand Park Project. During final design coordination, revisions to the roadway configuration for Grand Park Boulevard were requested to incorporate a modified street section and reduced roadway widths. These changes affect multiple disciplines and require updates to previously completed construction documents, utility plans, grading plans, drainage infrastructure, landscape improvements, and supporting technical studies.

The proposed Amendment No. 5 is for the redesign and coordination of the Grand Park Boulevard street improvement plans, including updates to roadway geometry, curb returns, roundabouts, traffic circulation, storm drain facilities, domestic water improvements, grading plans, hydrology calculations, dry utility plans, traffic engineering plans, landscape architecture documents, and irrigation plans. The work also includes ongoing coordination with City staff, adjacent developers, utility providers, and regulatory agencies to ensure the revised roadway design is fully integrated into the project construction documents.

On November 4, 2025, the City Council awarded Amendment No. 10 to Kleinfelder, Inc. for materials testing, including soils and asphalt testing, special inspection services, including steel and concrete inspections, and geotechnical consulting services.

Due to the design revisions, supplemental geotechnical and environmental investigations are required to support the modified roadway improvements and overall project development. The scope for the proposed Amendment No. 11 includes subsurface exploration through borings, geophysical utility surveys, laboratory testing of roadway subgrade materials, pavement structural analysis, and preparation of geotechnical recommendations for roadway design and construction. The proposed amendment also includes infiltration testing within the project arroyo area to evaluate existing infiltration characteristics following erosion and sediment deposition that occurred after prior grading activities, in addition to methane testing services to assess potential soil gas conditions within the project site. The work includes the installation and monitoring of methane probes, utility clearance investigations, field testing, and preparation of a supplemental methane assessment report. The findings will assist the City in determining whether methane mitigation measures are necessary and will support compliance with applicable regulatory and

building requirements.

Part of the Grand Park Environmental Impact Report was to have a local indigenous tribe monitor earth moving activities to ensure the proper treatment of any Native American artifacts that might be unearthed. Kizh Nation Resources Management, if approved, will monitor all groundwork to ensure the Native American Cultural Resources are properly mitigated per the approved Environmental Impact Report for the Grand Park project.

Phase 1 of Ontario's Grand Park is anticipated to be operational by Summer of 2027.

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. 11 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND KLEINFELDER, INC.

1. Parties and Date.

This Amendment No. 11 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Kleinfelder, Inc.**, a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated March 7, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to include geotechnical study, infiltration results and methane testing for D&C21-005 Grand Park Phase 1. This will increase the amount by $71,780 for a new not-to-exceed amount of $2,978,918. The Parties have heretofore entered into that Amendment No. 1 dated April 4, 2023, Amendment No. 2 dated May 2, 2023, Amendment No. 3 dated May 2, 2023, Amendment No. 4 dated March 5, 2024, Amendment No. 5 dated March 5, 2024, Amendment No. 6 dated June 18, 2024, Amendment No. 7 dated January 7, 2025, Amendment No. 8 dated March 4, 2025, Amendment No. 9 dated October 22, 2025, and Amendment No. 10 dated November 4, 2025.

2.3 Amendment Authority. This Amendment No. 11 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

"3.1.1 General Scope of Services. Consultant promises and agrees to furnish to

the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional material testing and geotechnical engineering services necessary for the Project ("Services"). The Services for Grand Park Ph. 1 Project are more particularly described on Exhibit "A" and Exhibit "D." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations."

"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" and Exhibit "D." The total compensation shall not exceed **Two Million Nine Hundred Seventy-Eight Thousand and Nine Hundred Eighteen Dollars ($2,978,918)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

Exhibit "A" – Scope of services is hereby amended in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 11, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 11. From and after the date of this Amendment No. 11, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 11.

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. 11.

3.4 Severability. If any portion of this Amendment No. 11 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. 11 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND KLEINFELDER, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 11 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

Kleinfelder, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Date: May 14, 2026
Kleinfelder Project No.: 20236170.013A

Daniel Beers
City of Ontario
Design & Construction – Principal Project Manager
1333 S. Bon View Avenue
Ontario, California 91761

Subject: **Proposal for Geotechnical Pavement Study and Infiltration Results**
Ontario Grand Park
Eucalyptus Avenue, Between Archibald and Haven
Ontario, California

Dear Mr. Beers:

Kleinfelder is pleased to provide this proposal to provide geotechnical recommendations for design and construction of Grand Park Street in the City of Ontario, California. The proposed alignment extends from the existing residential development on the west to Haven Avenue on the east. The subject project is approximately 1,500 feet in length.

The proposal also includes infiltration evaluation of the existing Arroyo within Grand Park.

SCOPE OF SERVICES

Kleinfelder's proposed scope of work includes the following:

Task 1 – Locating Borings and USA Notification

We propose to locate approximately 3 borings along the proposed Grand Park Street. The borings will be relatively evenly distributed along the alignment. We will notify Underground Service Alert of our intent to excavate these borings.

Based on the current use of the area being developed as a park, we have not included the scope or fee to procure a City of Ontario encroachment permit.

Task 2 – Geophysical Survey and Subsurface Exploration Study

We propose to perform a geophysical survey at each boring location to reduce the risk of encountering utilities while performing our subsurface investigation. Although a geophysical survey does not guarantee that subsurface utilities will not be damaged, the survey provides additional information regarding subsurface anomalies in approximately the upper 5 feet.

Kleinfelder will subcontract a driller to perform the 3 borings within the proposed roadway area. A Kleinfelder engineer or geologist will log the borings and they are proposed to be advanced to a

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depth of approximately 5 to 10 feet to classify and sample the subgrade soils. Upon completion, the borings will be backfilled with the soil cuttings.

We have assumed traffic control is not needed based on the existing condition of the site.

Task 3 – Laboratory Testing

Laboratory testing will be performed on subgrade soil samples. Kleinfelder will sample the subgrade soil from each of the boring locations. Samples of the subgrade will be tested for in-place moisture and density, soil classification, expansion and/or plasticity, preliminary corrosivity, Proctor maximum Density-optimum moisture, and R-values.

Task 4 – Pavement Analysis and Report Preparation

Kleinfelder will prepare a report summarizing the field and laboratory data, analysis, and our test results. Our report findings, conclusions and recommendations will include logs of borings and laboratory test results. We will provide geotechnical recommendations for the design and construction of the proposed roadway based on Traffic Indices of 7 and 8, or Traffic Indices provided to us by the City of Ontario prior to report preparation.

We propose to prepare one draft report and one final report with our recommendations for the project.

Task 5 – Infiltration Evaluation

During previous onsite services, the proposed arroyo was graded in general accordance with the project plans. After previous general completion of grading, rain events occurred and the arroyo was damaged by runoff and erosion. The erosion placed soil in the bottom of the arroyo in multiple locations. To evaluate the existing infiltration rates in the arroyo, we propose to perform 6 infiltration tests at the locations shown on the attached figure. The infiltration tests will be performed in general accordance with the Open Pit Falling Head Procedure from the San Bernardino County Infiltration standards.

FEES

For the scope of services presented above, we have established an estimated budget of **$42,280** for the project. Our services will be provided on a time-and-expense basis in accordance with Kleinfelder's current on-call contract with the City of Ontario. Our project fees are presented below:

Task	Scope of Work	Proposed Fee
Task 1	Mark Boring Locations, HASP and Permit and Management	$ 2,200
Task 2	Geophysical Surveyor and Drilling Subcontractor	$ 4,400
	Kleinfelder Staff	$ 1,600
Task 3	Laboratory Testing	$ 2,450
Task 4	Pavement Analysis and Report Preparation	$ 5,730
Task 5	Infiltration Fieldwork and Reporting	$25,900
	Total	**$42,280**

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We propose to provide our letter of pavement recommendations approximately 3 weeks after performance of our subsurface investigation services. We propose to provide our letter of infiltration testing results approximately 2 weeks after completion of the onsite testing.

OUR ASSUMPTIONS

The scope of this proposal is based upon the following assumptions:

- The proposed roadway fieldwork can be completed in one 6-hour day onsite;
- The infiltration testing can be completed within 4 days onsite;
- Our outside services will be performed under applicable California Prevailing Wage Determinations;
- Excavation and Encroachment permits are not required;
- The borings will be backfilled with the excavated soils. If excess spoils are generated, they may be spread in planters adjacent to the boring location;
- The test pits will be backfilled during future grading operations and will not be performed as part of the scope included herein;
- The scope of work included within our fee estimate does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. In the event that such material is suspected, we will notify you immediately for direction before proceeding on any out-of-scope services;
- Post-report services, such as meetings and construction observation and testing, are not included in the base fee;
- Preparation of one draft and one final version of the report is included in our fee; and
- Responses to review agencies or additional work that may be requested by reviewing agencies are not included.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Regulations and professional standards applicable to Kleinfelder's engineering services are continually evolving. Techniques are, by necessity, often new and relatively untried. Different professionals may reasonably adopt different approaches to similar problems. As such, our services are intended to provide the City of Ontario with a source of professional advice, opinions and recommendations based on our limited number of field observations and tests, collected and performed in accordance with the generally accepted engineering practice that exists at the time

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our services are rendered and may depend on, and be qualified by, information gathered previously by others and provided to Kleinfelder by the City of Ontario.

CLOSING

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, please contact the undersigned at (951) 801-3681.

Sincerely,

KLEINFELDER

Jeff Diaz
Project Manager

Jeffery D. Waller, P.E., G.E.
Principal Geotechnical Engineer

References

Southern California Geotechnical (2024), Geotechnical Investigation, Ontario Great Park, NEC Archibald Avenue and Eucalyptus Avenue, Ontario, California, Dated July 26, 2024.

Southern California Geotechnical (2024), Results of Infiltration Testing, Ontario Great Park, NEC Archibald Avenue and Eucalyptus Avenue, Ontario, California, Dated July 29, 2024.

Attachment: Infiltration Test Locations

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INFILTRATION TEST LOCATIONS

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SW 1/4
PARCEL 7
GRAND PK ST.
BROADWAY
GRAND PK ST.
TURNER
GRAND PK ST.
NAP
PARCEL 6
PARCEL 4
PARCEL 1
PARCEL 2
PARCEL 3A
EUCALYPTUS
EUCALYPTUS AVE.
S. CELEBRATION AVE.
EUCALYPTUS AVE.
PARK PL.
PARKPLACE
HAVEN AVE

May 20, 2026
Kleinfelder Project No.: 20236170.013A

City of Ontario
Mr. Dan Beers
Design & Construction - Principal Project Manager
1333 S. Bon View Avenue
Ontario, California 91761

SUBJECT: **Proposal for Methane Testing**
Ontario Grand Park
Eucalyptus Avenue, Between Archibald and Haven
Ontario, California

Dear Mr. Dan Beers:

Kleinfelder Inc. (Kleinfelder) is pleased to present to the City of Ontario our proposal to provide professional environmental engineering services in support of the Grand Park project, located at Eucalyptus Avenue, between Archibald and Haven, in the City of Ontario, California. This letter provides our proposed scope of work and estimated fees to perform post-grading methane testing based on a request made by the City of Ontario during our April 29, 2026 conference call.

BACKGROUND

Kleinfelder understands that Group Delta Consultants, Inc. (Group Delta) performed a pre-construction methane investigation in 2021 of five parcels[1]. A total of seven dual-nested methane probes (denoted as SV-1 though SV-7) were installed with probe depths set at 5 and 15 feet below ground surface. The probes were monitored twice using hand-held instruments, on May 17 and 18, 2021. Methane was measured at elevated levels (i.e., at concentrations greater than 15,000 parts per million by volume [ppmv]) at probe locations SV-4 and SV-7, where instrument readings were greater than the instrument detection limit of 50,000 ppmv. Furthermore, not all planned redevelopment areas of the site where structures were to be installed were accessible at the time of the investigation.

Since the 2021 methane investigation was performed, Kleinfelder understands that mass grading operations were performed and completed sometime around November 2025.

Based on requirements of the City of Ontario Building Department's Methane Assessment for Projects in the New Model Colony, a methane assessment shall be performed at least 30 days after building pads are graded and created. Kleinfelder understands that this grading condition has been met and that the City of Ontario has requested that the post-grading methane assessment be performed.

[1] Group Delta, 2021. *Methane Investigation Report, Ontario Great Park, Multiple Parcels – Archibald Avenue and Eucalyptus Avenue*. June 4.

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Provided below is a summary of the proposed methane testing services.

SCOPE OF WORK

Methane Testing Services

Proposed methane testing services are as follows:

- Prior to commencing installation of the methane probes, Kleinfelder will mark the locations of proposed field explorations (11 locations) and notify Underground Service Alert of southern California (811) of our intent to dig, in accordance with State law.
- Kleinfelder will also retain a private utility-locating service firm to perform a geophysical survey to aid in screening for underground utilities in the area immediately surrounding the proposed field exploration locations. Though performing a geophysical survey does not guarantee that the locations are clear of underground utilities, it decreases the risk associated with drilling in the subsurface.
- Install 11 dual-nested methane probes, with probes set at 5 and 15 feet bgs using a push-probe drill rig.
- Monitoring the probes twice for methane and pressure using hand-held instruments. Following completion of the probe monitoring, the probes will be abandoned by pulling the probe tubing to the extent feasible.
- Prepare a supplemental methane testing report. The report will summarize the methane testing results and include recommendations for methane mitigation, as applicable based on the findings.

Provided below is a list of assumptions for the methane testing services.

- No well vaults for the methane probes will be installed.
- Drill cuttings will not be contained or drummed on site, instead, the excess soil will be left by the bore location. No decontamination water will be contained on Site.
- No soil vapor samples will be collected for laboratory testing.
- Marking and geophysical survey work can be completed in one workday.
- Installation of the 11 methane testing probes can be completed in two workdays.
- If needed, trimming of vegetation around test locations is will be provided by others prior to the performance Kleinfelder's field work.
- A historical study of the Parcels has been completed by others.

FEE AND SCHEDULE

Kleinfelder will perform the above-described base scope of services on a Time and Materials basis for **$29,500**. Provided below is a breakdown in the estimated fees

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Estimated Fees		
Task	**Description**	**Fee**
1	Methane Testing and Reporting Kleinfelder Labor Equipment and Supplies Geophysical Subcontractor Drilling Subcontractor	 $ 18,700 $ 1,000 $ 1,300 $ 8,500
Total Estimated Fee		$ 29,500

Kleinfelder can proceed with the proposed activities within two to three days of receiving authorization to proceed, pending subcontractor availability. Estimated project schedule and duration below:

Task/Work Element	Estimated Duration
Pre-Field Coordination	2 weeks
Drilling and Methane Probe Installation	1 week
Methane Probe Monitoring	2 days
Methane Test Report	2 weeks (after completion of methane testing results)

This estimate assumes full site access will be provided at the time of field mobilization. Kleinfelder's services will be performed in accordance with our existing agreement with the City of Ontario.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Regulations and professional standards applicable to Kleinfelder's engineering services are continually evolving. Techniques are, by necessity, often new and relatively untried. Different professionals may reasonably adopt different approaches to similar problems. As such, our services are intended to provide the City of Ontario with a source of professional advice, opinions, and recommendations based on our limited number of field observations and tests, collected and performed in accordance with the generally accepted engineering practice that exists at the time our services are rendered, and may depend on, and be qualified by, information gathered previously by others and provided to Kleinfelder by the City of Ontario.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive studies will yield more information, which may help understand and manage the level of risk involved. Since detailed study and analysis involves greater expense, our clients participate in determining levels of service that provide adequate information for their purposes at acceptable levels of risk. More extensive studies could be performed to reduce these uncertainties.

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This proposal is valid for a period of 45 days from the date of this proposal. This proposal was prepared specifically for the City of Ontario and its designated representatives and may not be provided to others without Kleinfelder's express permission.

This proposal is the property of Kleinfelder and may be used only by the City of Ontario for the purposes stated within a reasonable time from this issuance.

CLOSING

We look forward to seeing the successful completion of this project, and trust that this scope of work meets your needs. If you have any questions, please contact Mr. Jeffery Diaz at (909) 657-1716.

Sincerely,

KLEINFELDER

George E. Johnson, PE
Principal Engineer

Jeffery Diaz
Project Manager

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NATIVE AMERICAN MONITORING SERVICE AGREEMENT

This agreement for Native American monitoring services is entered into on May 21, 2026 by and between, KIZH NATION RESOURCES MANAGEMENT ("KNRM"), and City of Ontario or the ("City of Ontario" or Lead agency) (collectively referred to as, the "Parties"), for the compliance of the development of Grand Park Project located on the West side: Archibald Blvd to Haven Ave on the East Side On the South side: Eucalyptus Ave to Grand Park St on the North (the "Project Site"), with the mitigation measures adopted by the Project lead agency, City of Ontario (the "lead agency" or "City of Ontario"), pursuant to the California Environmental Quality Act ("CEQA) (hereinafter, the "Project").

RECITALS

WHEREAS, the Tribe consulted with the lead agency regarding the adverse impacts the Project will have on tribal cultural resources ("TCR") at, on, and/or beneath the Project Site, and proposed mitigation measures to reduce those impacts below the threshold of significance as required by the California Environmental Quality Act ("CEQA");

WHEREAS, the lead agency found that substantial evidence supported the adoption of the Tribe's proposed TCR mitigation measures and made those mitigations mandatory conditions of the Project approval (collectively, the "Mitigations");

WHEREAS, the purpose of this Agreement is for the protection and preservation of the Tribe's TCRs and compliance of the Project with the adopted Mitigations.

Accordingly, KNRM and City of Ontario hereby agree as follows:

[*CONTINUED ON THE FOLLOWING PAGE*]

MONITORING AGREEMENT
1. SCOPE OF WORK

1.1. KNRM's Native American monitor will be physically present on the Project Site at all times ground-disturbing Project activities are occurring(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). To implement the "tribal cultural resource" ("TCR") Mitigations adopted for this Project, KNRM's monitor shall:

a) Monitor all "ground disturbing activities," including but not limited to, demolition, grubbing/clearing, rough grading, precise grading, mass grading, trenching, excavation, boring, augering, and weed abatement on previously disturbed and undisturbed ground;
b) Identify uncovered and/or discovered TCRs, including but not limited to Native American artifacts, village sites, trade routes, midden deposits, ceremonial locations, human remains, and grave goods (collectively referred to as, "TCR" or "TCRs");
c) Ensure all TCRs, especially human remains and associated grave goods, are treated with culturally appropriate dignity and respect, and are handled and/or removed from the Project Site in accordance with the Tribe's ceremonial and cultural practices ;
d) Attend and participate in Project meetings, including trainings and conferences, to inform Project personnel about the potential for TCR discoveries and the appropriate courses of action if/when a discovery occurs;
e) Create daily logs of observations made during monitoring, and provide written reports detailing each TCR discovery, including but not limited to, the date and time, location on the Project Site, nature of the soil in the discovery location, facts pertaining to the Project activities in that area, the location of the perimeter around the TCR discovery that the monitor establishes to protect the location, and any cultural findings; and
f) Report discoveries to the Tribal Chairman and/or the Tribal Archaeologist, and incorporate their input regarding the treatment of the TCR(s).

1.2. In order to fully and effectively execute the monitoring services identified in Section 1.1 above, the Parties agree that KNRM's monitor shall possess all of the following rights, which may be asserted at any time and at any location on the Project Site:

a) To access any/all areas of the Project Site necessary to physically observe the "ground-disturbing activities", as that phrase is defined in Section 1.1(a) above, as those ground-disturbing activities are occurring;
b) To halt construction activity within the surrounding 50 feet (or more where deemed necessary by KNRM's monitor) of a discovered TCR;
c) To meet and confer with the Project Supervisor in a timely manner regarding how to re-direct Project activities in the vicinity of a discovered TCR and the time frame for imposing a no-work perimeter around a discovered TCR;
d) To meet and confer with the Project Supervisor in a timely manner regarding issues pertaining to effectively monitoring the Project Site in a manner that ensures compliance with the Mitigations;
e) To be timely notified of all Project meetings, including safety meetings, trainings, scheduling, etc., and permitted to attend any/all meetings; and
f) To be treated in a respectful and courteous manner by all Project management, staff, personnel, contractors, and subcontractors.

2. DISCOVERY OF NATIVE AMERICAN ARTIFACTS, GRAVE GOODS, AND/OR HUMAN REMAINS

2.1. If TCRs are found, the Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational purposes.

2.2. If human remains and/or grave goods are discovered or recognized at the Project Site, all damage or disturbance shall immediately cease, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

2.3. The Lead agency expressly acknowledges the obligations required of it under governing State and Federal laws, including but not limited to, the California Public Resources Code, California Health & Safety Code, California Government Code, and California Code of Regulations, in the event human remains are discovered on the Project Site, and expressly agrees to comply with all such obligations, and to the extent possible, obtain compliance of the property owner in the event human remains are discovered on the Project Site but on land not owned and/or controlled by the Lead Agency.

2.4. Pursuant to Public Resources Code Section 5097.98, subsections (d) and (e), if human remains or associated burial goods are found on the Project Site and in an area that is under the ownership and/or control of the Lead agency, the Lead agency agrees to provide a designated area on the property at which to reinter the remains and/or burial goods with appropriate dignity that is not subject to further disturbance.

2.5. In the event that human remains and/or burial goods are found within the Project Site but in an area that is outside of the ownership and/or control of the Lead agency, the Lead agency will make a reasonable effort to secure an agreement with the property owner to reinter the remains and/or burial goods with appropriate dignity in a designated area on the Project Site that is not subject to further disturbance, as is required of the property owner pursuant to Public Resources Code Section 5097.98, subsections (d) and (e). If such an agreement with the property owner cannot be reached, to the extent feasible, the Lead agency will provide a designated area on the Project Site that is within the Lead agency's ownership and/or control, for reinternment of the human remains and/or burial goods.

2.6. If the portion of the Project Site where human remains and/or burial goods are discovered is within the ownership and/or control of the Lead agency, pursuant to Public Resources Code Section 5097.98(b), the Lead agency shall ensure that the immediate area surrounding the discovery will be isolated and remain undisturbed until recommendations by the designated most likely descendent (within approximately 48-hours). The grading and excavation may continue outside of the isolated area.

3. FEES AND INVOICES

3.1. The Lead agency agrees to pay KNRM for the above described monitoring services for the Project at the following rates:

a) The standard, day-time rate per monitor is one hundred dollars ($105.00) per hour for an eight (8) hour day ("Standard Workday"). A night differential rate of $115.00 per hour will

be applied for monitoring performed at or after 6 p.m. The night rate for monitoring that exceeds 8 hours per day, or 40 hours per week is $172.50 per hour

b) The rate for monitoring that exceeds 8 hours per day, or 40 hours per week is $ 157.50 per hour.
c) The rate for monitoring performed on a Saturday or Sunday is $172.50 per hour.
d) The rate for project management services, including but not limited to, consultant communications, monitor coordination, project documentation, is one hundred and Forty-five dollars ($145) per hour;
e) The rate for Project Director services, including consultation, Project meetings and trainings, and communications, documentation, and coordination pertaining to compliance issues, is two hundred dollars ($200) per hour;
f) The rate for KNRM's Compliance Officer Specialist (COS) is responsible for ensuring all projects are working in a safe, healthy, and professional work environment. The KNRM compliance officer performs project inspections to assess that Lead agencys and KNRM monitors are following all safety and environmental laws per Federal and State regulations at a rate of one hundred and Twenty dollars ($120) per hour;
g) In the event TCRs are discovered (whether prehistoric or historic), a KNRM Archaeologist (who meets the Secretary of the Interior's standards for Professional Archaeology), shall be retained in addition to the monitor to assess the TCR, at a rate of one hundred and fifty dollars ($150) per hour;
h) Mileage shall be reimbursed at the Federal Standard Rate for travel to and from the Project Site, to/from KNRM's office located at 910 N. Citrus Avenue, Covina, California;
i) Lodging is required if the monitor must travel 40 miles or more to the Project site, and is reimbursed at the rate of two-hundred dollars ($200) per night; *and*
j) Per diem for meals at the rate of seventy-five dollars ($75) per day.

3.2. If it is unreasonable for one monitor to fulfill their duties because Project Activities are occurring concurrently, at more than one location on the Project Site and at a distance impractical for a single monitor to serve simultaneously, then an additional monitor will be required at identical rates and on identical terms.

3.3. KNRM shall invoice Lead agency for fees monthly. The Lead agency shall make payment to KNRM not later than thirty (30) days following the invoice date (Net 30). An advance deposit is required from the Lead agency, in an amount equal to twenty-five percent (25%) of the estimated cost budgeted for the Project, prior to any work performed by KNRM under this Agreement. Invoices not paid within 30 days of the invoice date are subject to a finance charge equal to ten percent (10%) of the monthly invoice total each additional month payment is not received. Checks shall be made payable to "Kizh Nation Resources Management" and mailed to:

Kizh Nation Resources Management
910 N. Citrus Ave
Covina, CA 91722

3.4. The Lead agency's estimated hours of monitoring services utilized for the Project budget (if any) shall not constitute or be interpreted as a limitation on the monitoring services performed for this Project by KNRM if additional monitoring is necessary to satisfy the Project mitigations and conditions of approval.

4. NOTICE

4.1. To ensure there are no delays and to ensure a monitor is present onsite we request a minimum of 72 hours advance written notice to assist with scheduling efforts. **Please submit your monitor requests to: KNRM Dispatch to knrmdispatch@gmail.com or text or call (626) 825-8248. For immediate assistance you may contact Andrew Salas (626) 926-4131. For archaeological services you can contact our Tribal Archaeologist John Torres at indigenous.crm@gmail.com or (909)705-6241.**

4.2. In the event a scheduled Standard Workday is canceled entirely or the hours are altered for any reason, the Lead agency shall promptly notify KNRM no later than 5:00 p.m. PST on the business day prior to the altered day, at the "Contact Information" set forth in Section 5 below. If KNRM has not received timely notice of a schedule cancellation or change, a minimum fee of four hundred twenty dollars ($420.00) shall be applied per late cancellation event.

4.3. All communications pertaining to or that may impact KNRM's implementation of the services set forth in section 1 of this Agreement shall be made in writing and per the contact information in section 5 below.

5. CONTACT INFORMATION

5.1. Notices to KNRM:

Telephone - (626) 926-4131

KNRM Office - (626) 521-5827

Email: admin@knrm-nsn.us

5.2. **Lead agency:**

Name: _____

Phone: _____

Email: _____

5.3. **On-Site Project Contact** (i.e., "Project Supervisor")

Name: _____

Phone: _____

Email: _____

5.4 Billing Contact information

Name: _____

Phone: _____

Email: _____

6. LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES

6.1. Despite any language in this Agreement to the contrary, KNRM's obligations under this Agreement (including any actual or alleged breach or default by KNRM) do not constitute personal obligations of the individual partners, directors, officers, members or shareholders of KNRM or the Tribe, or the partners or members of KNRM or the Tribe. The Lead agency shall not seek recourse against the individual partners, directors, officers, members or shareholders of KNRM or the Tribe, or any of their personal assets for satisfaction of any liability with respect to this Agreement.

6.2. In consideration of the benefits accruing hereunder to the Lead agency and notwithstanding anything contained in this Agreement to the contrary, the Lead agency hereby covenants and agrees for itself and all of its successors and assigns that the liability of KNRM and the Tribe for KNRM's obligations under this Agreement (including any liability as a result of any actual or alleged failure, breach or default hereunder by KNRM or any alleged tort committed in connection with KNRM's work), shall be limited solely to KNRM's insurance coverage as provided in Section 7 of this Agreement.

6.3. In the event the Lead agency performs (directly or through a contractor, subcontractor, agent, representative or otherwise at the Lead agency's direction) or allows to be performed ground-disturbing work without a monitor present in violation of Mitigations and in breach of this Agreement, KNRM will suffer substantial harm for which it is impracticable to fix actual damages. To limit or prevent further harm, the Lead agency agrees and consents to the immediate issuance of a Stop Work Order by the Project lead agency, which shall stay in full force and effect unless and until the Parties resolve the non-compliance events and resulting damages.

6.4. In an effort to liquidate in advance the sum that should represent such damages and to avoid the additional costs Lead agency will incur to remedy that breach by redoing all non-compliant ground-disturbing Project activities with a KNRM monitor present, Lead agency agrees to pay KNRM a "Noncompliance Fee" equal to the cost of redoing all non-compliant ground-disturbing Project activities, plus KNRM's monitoring fees for monitoring those activities. You acknowledge that you have been given notice of this Noncompliance Fee and agree that such a fee is fair and reasonable.

7. INSURANCE

7.1. A certificate of general liability insurance coverage can be provided upon request.

7.2. KNRM does not hold an automobile liability policy for the monitors. Vehicles are only used for transportation to and from the Project Site. Each individual monitor is required to carry automobile

insurance pursuant to California State law. Proof of a monitor's automobile insurance can be provided upon request.

8. MISCELLANEOUS

8.1. Governing Law. This Agreement shall be governed by, and construed pursuant to, the laws of the state of California.

8.2. Recitals. All recitals set forth in this Agreement are contractual.

8.3. Terms and Headings. Section headings of this Agreement are for convenience, are merely descriptive, and do not alter the rights of the parties.

8.4. Time. Time is of the essence with respect to performance of every provision of this Agreement in which time or performance is a factor. All references in this Agreement to "days" shall mean calendar days unless specifically modified herein to be "business" days.

8.5. Professional Fees. If either KNRM or Lead agency should bring suit against the other with respect to this Agreement, then all reasonable costs and expenses incurred by the prevailing party therein (including, without limitation, its accountants', attorneys', experts' and other professional's fees, expenses and court costs), shall be paid by the other party.

8.6. Waiver. The waiver by either party of any breach by the other party of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant and condition herein contained, nor shall any custom or practice which may become established between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of any party to insist upon the performance by the other in strict accordance with said terms.

8.7. Prior Agreements; Amendments. This Agreement, contains all of the covenants, provisions, agreements, conditions and understandings between the Parties concerning the Project and any other matter covered or mentioned in this Agreement, and no prior agreement or understanding, oral or written, express or implied, pertaining to the Project or any such other matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. The Parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Agreement to the extent they are not expressly incorporated herein. The Parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Agreement; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. Any deletion of language from this Agreement prior to its execution by the Parties shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse of the deleted language.

8.8. Separability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.

8.9. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations), orders/closures/restrictions pertaining to COVID-19, injunction or court order, riots, insurrection, war, fire, earthquake, flood, inclement weather in excess of average for the San Bernardino County area or other natural disaster or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement (herein

collectively, "Force Majeure Delays"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided the delayed party has notified the other party of the Force Majeure Delay within five (5) business days of learning of the same, such notice specifically describes the Force Majeure Delay and its expected duration, and the delayed party regularly updates the other party of the status of the same and the delayed party takes all commercially reasonable efforts to mitigate the effects and minimize the duration of the delay. The provisions of this Section 7.9 shall not apply to nor operate to excuse Lead Agency (or any third-party contractor operating on behalf of Lead Agency) from the payment of any fees owed to or the reimbursement of costs incurred by KNRM in accordance with the terms of this Agreement, nor extend the date for payment of same to KNRM.

8.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. Facsimile and electronic signatures are valid and binding.

8.11. Lead agency's Authority. The agent/representative of the Lead agency that executes this Agreement represents and warrants that: (a) the Lead agency is qualified to do business in the state of California; (b) such persons executing this Agreement are duly authorized to execute and deliver this Agreement on the Lead agency's behalf, or a duly adopted resolution of the Lead agency's board of directors; and (c) this Agreement is binding upon the Lead agency in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____ 2026.

"LEAD AGENCY" City of Ontario

*By: _____

Print Name: _____

Print Title: _____

"KNRM" KIZH NATION RESOURCES MANAGEMENT

*By: _____

Print Name: _____

Print Title: _____

Kizh Nation Resources Management

Projected Cost Sheet

June 9, 2026

Project Name and Address:
Grand Park Project located on the West side: Archibald Blvd to Haven Ave on the East Side On the South side: Eucalyptus Ave to Grand Park St on the North
Name of Entity:
City of Ontario

Estimate Based on 400 Days of Ground Disturbance

• Native American Monitoring	$105 x 3,200hr	$336,000.00
• KNRM's Compliance Officer Specialist (COS)	$120 x 52hr	$6,240.00
• Project Management (WEAP Training included)	$145 x 400hr	$58,000.00
• Director	$200 x 4hr	$800.00
• Roundtrip Mileage	38mi x 0.70 x 400days	$10,640.00
Total Projected Costs		**$411,680.00**

This estimate is based on the number of days provided for anticipated Earth disturbance. The projected costs were based on 400 hours of anticipated field work.

The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or if project requirements exceed the tasks specified above. Since assessments are subject to unknown variables such as the discovery of protected resources or change in project scope, a A change order will be issued to cover the costs of additional work or inclusion of other tasks that may be necessary for project compliance purposes.

**Weekend Rates and Overt-time rates are not included in this estimate but will be applicable if necessary. These rates are found in Section 3.0 of the Monitoring Agreement document.*

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. 5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SWA GROUP, INC.

1. Parties and Date.

This Amendment No. 5 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **SWA Group, Inc.**, a CORPORATION (Consultant). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated May 21, 2024 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to modify the construction documents to utilize the new street section for Grand Park Boulevard to the extents indicated in Attachment A to the D&C21-005 Grand Park Phase 1 Project increasing the agreement amount by $116,400. The Parties have heretofore entered into that Amendment No. 1 dated October 15, 2024, Amendment No. 2 dated May 20, 2025, Amendment No. 3 dated August 5, 2025, and Amendment No. 4 dated March 3, 2026.

2.3 Amendment Authority. This Amendment No. 5 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Architecture, Landscape

Architecture, and Engineering consulting services necessary for the Project ("Services"). The services are more particularly described in Exhibit "A." 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."

"3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C." The total compensation shall not exceed **Six Million Eight Hundred Nineteen Thousand and Three Hundred Ninety–Six Dollars ($6,819,396)** 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."

Scope of Services is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 5. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 5.

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. 5.

3.4 Severability. If any portion of this Amendment No. 5 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. 5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SWA GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 5 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

SWA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

swa Laguna Beach

570 Glenneyre Street
Laguna Beach, California
92651-2453
+1.949.497.5471
www.swagroup.com

Sean O'Malley
Xiao Zheng
Dhaval Barbhaya
Stephen Rydzon

May 14, 2026

City of Ontario
1333 S. Bone View Avenue
Ontario, CA 91764

Attn: Dan Beers, Design & Construction – Principal Project Manager
Re: Ontario Grand Park Project Phase 1 – Change Order - Purchase Order No. PO-03528
Ontario, San Bernardino County, California (ONTT402)

Dear Dan:

This letter is in response to your request for SWA's team to Modify the Construction Documents to utilize the new Street Section for Grand Park Boulevard to the extents indicated in attached Exhibit A. Detailed Scope is as follows:

A. Updated Civil Engineering Documents

1. Geometry Coordination & Exhibit Updates: TAIT has coordinated with the City and developer and provided exhibits for final geometry and coordination of the roadway widths. Final geometry coordination and storm drain sizing coordination is ongoing as well with developer.
2. Grand Park Street Improvement Package: The full limits of the grand park street improvement package will require re-design to accommodate the narrower roadway widths. Plan and Profile as well as blowup details for curb returns, roundabout, and islands will be updated based on the revised roadway geometry. Revised turning movements will be reviewed with the City.
3. Haven Avenue Street Improvement Package: Curb return, Ramps, and details at Haven and Grand Park will require updates. Storm Drain Lateral and Catch Basin at the return as well as the northerly transition distance and run will also require updates.
4. Grand Park Storm Drain Improvements: The revised roadway widths as well as coordination with adjacent developer will require a change to the storm drain alignment and sizing. Updates include coordination with developer/engineer as well as revised profile, alignment, and detailing of the strain as well as the catch basin and laterals for the revise roadway width.
5. Grand Park Domestic Water Package: Narrower roadway will require realignment and potential crossing mitigation for the domestic water plans. Scope includes re-alignment and re-submittal of delta water plans for the City's approval.
6. Grand Park On-Site Grading Package: Roadway with updates will require updates to the precise grading plans, on-site drainage plan and on-site utility plan to correlate the grading and site improvements with the revisions. Re-grading of the ramps/access points within the site are also included.
7. Hydrology Report & Calculations: Update to the hydrology calculations will be required based on the revised catch basin and tributaries for the park's drainage areas.
8. Meetings & Coordination: Task assumes that incidental team/agency meetings will be required during the course of updates to capture final approvals. Task includes up to 8 hours of added meetings/coordination.

B. Traffic Engineering Documents

1. Updates to Signing & Striping, Traffic Signal, Street Lighting, and Fiber Plans by TJW required as a result of the roadway width changes requested by the City.

C. Dry Utility Documents

1. Updates to Grand Park Dry Utility Plans and SCE application by RGI as a result of the roadway width changes requested by the City.

D. Landscape Architecture Documents

1. Updated Hardscape and Layout Plans reflecting the street and sidewalk changes. Changes include new curb alignment, shifted sidewalk, fence, wall, and monument plans.
2. Updated Planting Plans reflecting the layout changes and the additional scope area.
3. Updated wall, fence, sign, and monument details.

E. Irrigation Documents

1. Updated Irrigation Plans and Calculations to reflect the plan changes.

F. Services not outlined above will be provided as Additional Services for an amount to be agreed upon between the parties in writing.

G. The duration to complete these services will not exceed four (4) weeks.

H. Fees

1. Fees for services described above shall be provided for the fixed sum of One Hundred Sixteen Thousand Four Hundred ($116,400) Dollars as outlined below:

Description of Services	**Fee**
Civil Engineering – TAIT	$46,000
Traffic Engineering – TAIT	$17,300
Dry Utility Documents – TAIT	$9,200
Irrigation – Glasir	$4,500
Sub-Consultant Total	*$77,000*
SWA Sub-Consultant Management Fee (20%)	$15,400
Landscape Architecture Documents - SWA	$24,000
Total Fee	**$116,400**

2. Services provided and fees will not change the not-to-exceed contract value for Contract Number 20600.

If this is not your understanding, or if you have questions regarding the above, please contact Principal Steve Rydzon at srydzon@swagroup.com.

Services provided and fees will not change the not-to-exceed contract value for Contract Number 20600.

We request a written Amendment for these services to commence with work.

Sincerely yours,

SWA Group

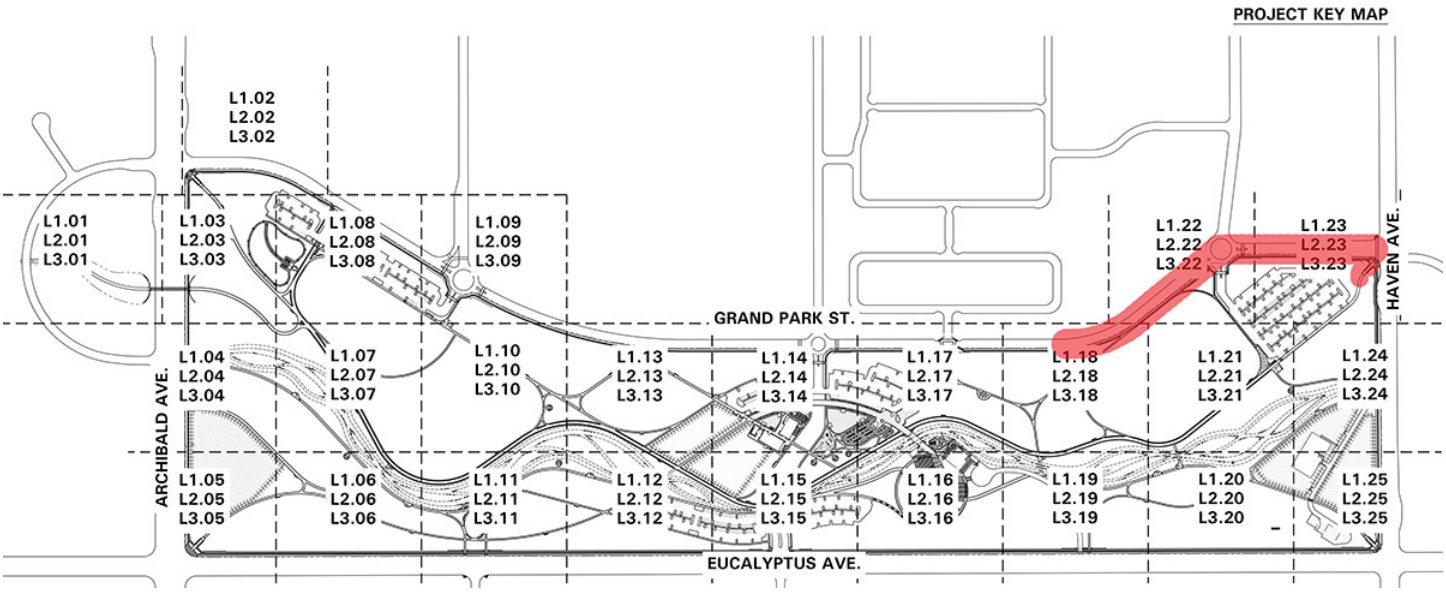


Sean O'Malley
Contracting Agent
Landscape Architect, CA License #3286
Landscape Architects are licensed by the State of California

SOM/SR/dp

Proposal copyright ©2026 by SWA Group. No portion of this proposal may be copied or distributed without the written permission of SWA Group.

EXHIBIT A


PROJECT KEY MAP
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L2.02
L3.02
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CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Matthew Hernandez Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: **APPROVAL OF THE DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF22-002) AND MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ONTARIO AND PROLOGIS LP FOR INFRASTRUCTURE CONSTRUCTION ASSOCIATED WITH PARCEL MAP 20273, LOCATED BETWEEN GROVE AVENUE, CARPENTER AVENUE, EUCALYPTUS AVENUE, AND MERRILL AVENUE, WITHIN THE MERRILL COMMERCE CENTER SPECIFIC PLAN**

RECOMMENDATION: That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF22-002) and Memorandum of Agreement between the City of Ontario and Prologis LP, located east of Grove Avenue, south of Eucalyptus Avenue, north of Merrill Avenue, and west of Carpenter Avenue, within the Merrill Commerce Center Specific Plan, and authorize the City Manager to execute the Agreement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
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: Approval of the proposed Development Impact Fee ("DIF") Credit Agreement (File No. PDIF22-002) will result in no fiscal impact to the City's General Fund. The Development Plan and related conditions of approval ("COA") require Developer to construct fiber optic, sewer, storm drain, streets, and water infrastructure improvements with an estimated cost of $108,964,578 and limited to a total maximum eligible DIF credits of $93,778,032 due to the cost sharing agreement between Euclid Land Venture LLC and Prologis LP. The proposed DIF Agreement defines the amount of DIF credit and reimbursement the Developer may be eligible to receive. The Developer is conditioned to construct these infrastructure improvements from Grove Avenue to Carpenter Avenue alongside Eucalyptus Avenue and Merrill Avenue, including Walker Avenue, Baker Avenue, and Vineyard Avenue, that are included in the City's DIF Program and the City's Capital Improvement Program. The DIF credit the Developer will receive upon completion of the infrastructure improvements may be exchanged for a refund of DIF fees that were paid by the

Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

The Memorandum of Agreement (MOA) has no fiscal impact to the City's General Fund. The request states in addition to the repayment of Development Impact Fees from the DIF Credit Program, the City will pay for the difference between the construction costs incurred and the original refund conditioned in the DIF Credit Agreement limited to that respective DIF category. The payment will be made from the collection of Development Impact Fees from northern development sites benefitting from the infrastructure built. The current estimated difference between construction costs and Development Impact Fees paid is $76,712,282 and is still subject to an audit and review by the City. Through a preliminary review, the City will honor one half or $38,356,141 of this amount. Whereas the remaining payment amount of $38,356,141 is contingent on the audit and review.

BACKGROUND & ANALYSIS: On May 4, 2021, the City Council approved the Development Agreement (File No. PDA18-004) for Parcel Map 20273. In accordance with the Development Agreement and related conditions, the Developer is required to construct DIF Program infrastructure to serve Parcel Map 20273. Improvements include installation of fiber optics, sewer, storm drain, streets, and water facilities from Grove Avenue to Carpenter Avenue alongside Eucalyptus Avenue and Merrill Avenue, including Walker Avenue, Baker Avenue, and Vineyard Avenue.

Pursuant to the City's adopted DIF Credit and/or Reimbursement policies, construction of DIF Program facilities requires the Developer and the City to enter into a DIF Credit and/or Reimbursement Agreement, which specifies the infrastructure to be constructed by the Developer and includes an estimate of the maximum DIF credit that may be applied in the applicable Regional/Local DIF categories. These infrastructure improvements are within the Ontario Ranch fiber optics, sewer, storm drain, street, and water system categories. Since the maximum eligible costs in the Agreement for the required infrastructure exceeds the Developer's DIF obligation, the Developer is eligible to receive DIF Credit under the proposed Agreement.

The proposed Agreement complies with the City's DIF policies and conforms with the approved Development Plan and associated COA. Under the provisions of the City's DIF Program, the City Manager is authorized to execute this Agreement upon approval by the City Council.

On April 15, 2025, City Council gave the authorization to establish an implement a redemption program for unused New Model Colony Development Impact Fee (DIF) Certificates in accordance with underlying agreements and applicable law.

In the case of Prologis LP, there was a considerable amount of infrastructure built on behalf of the City on the Southwest side of the Ontario Ranch. Given the benefit to all the infrastructure constructed will provide to adjacent and northern projects, the City is proposing that the Council use Development Impact Fees collected from nearby beneficiaries to reimburse Prologis LP for a portion of the construction cost building on behalf of the City.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

File No. PDIF 22-002

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

FOR FACILITY CONSTRUCTION

By and Between

City of Ontario
a California municipal corporation

and

Prologis L.P.
a Delaware limited partnership

_____, 2026

San Bernardino County, California

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT FOR FACILITY CONSTRUCTION BY AND BETWEEN THE CITY OF ONTARIO AND PROLOGIS L.P.

FILE NO. PDIF22-002

This DEVELOPMENT IMPACT FEE CREDIT AGREEMENT ("DIF Credit Agreement"), entered into this _____ day of _____, 2026, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and Prologis L.P., a Delaware limited partnership, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the Merrill Commerce Center Specific Plan ("Specific Plan") and Parcel Map No. 20273 (the "Parcel Map"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference (the "Property"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. As a condition of the development approvals for the Property, including the Specific Plan and Parcel Map approvals, the Developer is required to construct those public improvements identified on Exhibit 3, consisting of certain master planned public infrastructure and improvements, (hereinafter referred to collectively as the "Improvements") The estimated costs for the design and construction of the Improvements are set forth in Exhibit 4. Both Exhibits 3 and 4 are attached hereto and incorporated herein by reference.

C. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

D. City and the previous owner of the Property previously entered into a statutory development agreement (File No. PDA 18-004), pursuant to Section 65864, et seq., of the Government Code, ("Development Agreement") and such Development Agreement has been assigned to Developer and Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements identified in Exhibit 3 and such Improvements are included in the City's Development Impact Fee (DIF) Program as a project, or a portion of a project and eligible for credits against DIF Fees.

E. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credit in accordance with the City's [Ontario Ranch] DIF Credit policies as contained in the City's DIF Program and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135, 2022-133, and 2025-010.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the terms below shall be defined as follows:

"Acceptable Title" means title to land or an interest therein required for the operation of an Improvement, in form acceptable to the City Manager, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the City Manager as not materially interfering with the actual or intended use of the land or interest therein required for the operation of an Improvement. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute "Acceptable Title."

"Acceptance Date" means the earlier of (i) the date the City Manager or his or her designee takes final action, in writing, to accept dedication or transfer of an Improvement or (ii) the date determined pursuant to Section 3 below.

"Bid Documents" means all designs, bid documents, construction plans and specifications, system layout drawings and other construction documents and permits relating to an Improvement.

"Certificate of DIF Credit" means a City certificate for the issuance of DIF Credit to Developer in the form attached hereto as Exhibit 5.

"City DIF Program and Policies" means Ordinance Nos. 2779 and 2780 and Resolution Nos. 2003-39, 2003-070, 2019-135, 2022-133, 2023-036, and 2025-010, as may be amended from time to time.

"City Manager" means the City Manager of the City or his or her designee.

"City Engineer" means the City's City Engineer or his or her designee.

"Completed", "Complete" and "Completion" with respect to an Improvement means that such Improvement has been completed in accordance with its Bid Documents, including any final "punch list" items, as approved in writing by the City Engineer, which approval shall not be unreasonably withheld, and that such Improvement is Usable. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property

is only a portion of a larger work of improvement, then a determination of "Completed" or "Completion" with respect to that Improvement shall be made only as to that Improvement and not with respect to the larger work of improvement of which it is a portion.

"Credit Request" means a document, substantially in the form of Exhibit 6, to be used by Developer in requesting DIF Credits with respect to one or more Improvements.

"Days" shall mean business days unless otherwise stated.

"Developer Contract" means a contract between the Developer and a qualified contractor awarded for the construction of the Improvements at the direction of Developer.

"Development Agreement" has the meaning set forth in Recital D above.

"DIF" or "Development Impact Fees" or "DIF Fees" means the development impact fees imposed within the City pursuant to City Ordinance Nos. 2779 and 2780 and City Resolution Nos. 2003-039, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135 2022-133, 2023-036, 2025-010, and any subsequent City ordinances and resolutions lawfully adopted by the City Council to update or modify such development impact fees.

"DIF Credit" means credits earned against the payment of DIFs pursuant to this Agreement.

"DIF Obligation" means the amount of Developer's total obligation for Development Impact Fees in either the Regional or Local Adjacent portion of a DIF category for the Property. Developer's DIF Obligation amounts for each DIF Category shall be as provided in Exhibit 4.

"DIF Program" means the Development Impact Fee Program and the capital improvement projects and public infrastructure identified in the Development Impact Fee Program, adopted and amended by the City from time to time.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Eligible Cost" means the substantiated cost of an Improvement to be used in calculating DIF Credit amounts, which costs may include: (i) the costs for the construction (including grading) of such Improvement, (ii) costs directly related to the construction and/or acquisition of the Improvement, such as costs of payment, performance and/or maintenance bonds, the professional costs of material testing, and insurance costs (including costs of any title insurance required); (iii) the cost of acquiring any real property or interest therein in order to construct or operate the Improvement, (iv) the fees paid to the City and any other governmental agencies for, and all other costs

incurred in connection with, obtaining permits, licenses or other governmental approvals for such Improvement, (v) the costs incurred in preparing Bid Documents and the related costs of geotechnical and environmental evaluations of the Improvement, (vi) costs of construction and project management, administration and supervision (but only up to five percent (5%) of the costs described in clause (i) above) incurred for the construction of such Improvement, (vii) professional costs associated with such Improvement, such as design, engineering, accounting, inspection, construction staking, and similar professional services including legal services related to the review of construction contracts. The maximum amount of Eligible Costs described in clauses (v) through (vii) shall be limited to a total of fifteen percent (15%) of the costs described in clause (i). Costs prior to the effective date of the agreement shall be eligible so long as the costs are approved by the City as they are DIF Project related according to the exhibits in the agreement.

"Improvement" or "Improvements" means the public improvements required to support the development of the Property as described in Exhibit 3 to the extent required by the applicable conditions of approval.

"Program Cost" or "DIF Program Cost" means the estimated cost of an Improvement identified in the "Nexus Study" referenced in City Resolution No. 2003-039 as it may be modified, supplemented or superseded from time to time. The Program Cost to be applied shall be the Program Cost in effect at the time the DIF Credit Request is submitted to the City.

"Usable" shall mean that, with respect to any particular Improvement, the Improvement is actually usable for its intended purposes, and includes, for water Improvements connection to the applicable water supply, for sewer Improvements connection to an applicable disposal system, and for recycled water Improvements connection to a treated water supply and distribution system. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of whether that Improvement is "Usable" shall be made only with respect to that Improvement and not with respect to the larger work of improvement of which it is a portion.

2. Construction and Funding of Improvements by Developer. Developer shall commence the Improvements in accordance with the terms of the Development Agreement and individual Parcel Map, including any extension thereof. Upon commencement of the Improvement(s), Developer agrees to proceed expeditiously with the construction of the Improvement(s) under the terms herein. For the purposes of this Agreement, commencement of the Improvements shall mean when Developer receives the first permit from City for grading of the Property. If Developer is unable or unwilling to proceed with, and Complete, the construction of the Improvement(s) for any reason, and subject to the provisions in Section 17 below, Developer shall be considered to be in default of this Agreement. City and Developer agree that Developer shall award, or cause to be awarded, all contracts for the construction of the Improvements and that this Agreement as necessary to assure the timely and satisfactory Completion of such

Improvements. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall not be relieved of its obligation to construct the Improvements and cause title to the Improvements to be conveyed to the City even if the DIF Credit Amount is less than the actual cost of the Improvements.

3. Inspection and Acceptance of Completed Improvement by City. City shall make or shall cause to be made periodic site inspections of Developer's construction work. The Acceptance Date for each Improvement constructed by Developer shall occur no later than twenty (20) Days following the last to occur of the following:

(a) the City Engineer's determination that the Improvement is Complete;

(b) the City Manager's determination that Acceptable Title with respect to the Improvement is available for acceptance;

(c) Developer's provision of one (1) set of "as-built" or record drawings or plans for the Improvement, certified and reflecting the condition of the Improvement as constructed; and

(d) Developer's provision of such evidence or proof as the City Manager shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvement have been paid and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Alternatively, rather than await the expiration of the time for the recording of claims of liens, Developer may elect to provide a title insurance policy or other security acceptable to the City Manager guaranteeing that no such claims of liens will be recorded or become a lien upon any of the real property required for the Improvement.

4. Conveyance of Acceptable Title to City. Acceptable Title to all property on, in or over which, the Improvement will be located, shall, prior to and as a condition precedent to the City's acceptance of any Improvement, be conveyed to City by way of an irrevocable offer of dedication of such property on the Parcel Map or by a separate recorded instrument, and such conveyance of interest has been approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Improvement. Developer agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of Acceptable Title shall be evidenced by recordation of the acceptance thereof by the City Manager or his designee.

5. Maintenance and Warranties to be provided to City. Developer shall maintain the Improvement in good and safe condition until the Acceptance Date of the Improvement. Prior to the Acceptance Date, Developer shall, at its sole cost and

expense, be responsible for performing any required maintenance on the Improvement. On or before the Acceptance Date of the Improvement, Developer shall assign to the City all of Developer's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Improvement. After the Acceptance Date, City shall be solely responsible for maintenance of the Improvement. With respect to the Improvement, Developer shall warrant that the Improvement is free from defects in materials and construction defects (and shall correct or cause to be corrected any such defects at Developer's expense) for a period of one year from the Acceptance Date thereof (the "Warranty Period") and Developer shall provide a bond reasonably acceptable in form and substance to the City for such period and such purpose to insure that such defects that appear within said period will be repaired, replaced or corrected by Developer, at its own cost and expense, to the reasonable satisfaction of the City Manager. During the Warranty Period, Developer shall continue to repair, replace or correct any such defects within thirty (30) Days after written notice thereof by the City Manager to Developer, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Improvement shall be delivered to the City Manager, in writing, as part of the transfer of title.

6. Issuance of DIF Credit to Developer. Developer shall receive DIF Credits based upon the verified Eligible Costs of the Improvement (or accepted portion of the Improvement). Issued DIF Credits shall specify the DIF Credit infrastructure category and whether the DIF Credit is for construction of a Regional or Local Adjacent DIF Program Improvement.

7. Limitations on the Issuance of DIF Credit to Developer upon Completion of an Improvement. The amount of DIF Credit to be issued by City shall be limited to the amount of the DIF Program Costs for the Improvement (or accepted portion of the Improvement). The DIF Program Costs identified in the City's DIF Program shall be subject to change, from time to time, as part of the continuing update of the City's DIF Program. The DIF Program Costs for the Improvement (or accepted portion of the Improvement) shall be those in effect at the time the DIF Credit Request is submitted to the City.

(a) To the extent that the Developer incurred costs for the design of the Improvements, Developer agrees that the DIF Credit, up to ten percent (10%) of the DIF Program Costs for such design cost portion of the Improvements shall be issued to the Developer.

(b) The DIF Credit that the Developer will receive upon Completion of the Improvements may be exchanged for a refund of DIF that was paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

8. Issuance of a DIF Credit Certificate. When an Improvement is Complete, Developer shall submit a DIF Credit Request to City with all supporting documentation evidencing the total actual Eligible Costs of the Improvement at the time of submittal. The City Manager or designee shall determine the completeness of the DIF Credit Request

and notify Developer of whether the DIF Credit Request is considered complete or if additional information is needed from Developer. Once the DIF Credit Request is considered complete, the City Manager or designee shall use his or her best efforts to determine the total actual Eligible Costs of the Improvements and provide Developer with a Certificate of DIF Credit within twenty (20) Days following receipt of the completed DIF Credit Request.

9. DIF Program Modifications. The estimated cost in the City's DIF Program for DIF Improvements (or defined portions of DIF Improvements) as listed in Exhibit 4 and Developer's total DIF Obligation amount may be modified from time to time based on modifications to the City's DIF Program.

10. Assignment of DIF Credits. Developer shall have the right to transfer or assign DIF Credits provided for herein, to any person, partnership, limited liability company, joint venture, firm or corporation; provided, however, that any such sale, transfer or assignment shall only be made in strict compliance with the following:

(a) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, Developer (i) shall notify the City Manager, in writing, of such sale, transfer or assignment and (ii) shall provide the City with an executed agreement, by purchaser, transferee or assignee that identifies the amount of DIF Credits transferred.

(b) Except for the limited assignment above of DIF Credits, any assignment by Developer of any of the obligations of Developer under this Agreement (a "DIF Improvement Assignment") with regards to the Improvements listed in Exhibit 4, shall identify the Improvements that are the subject of the Assignment Agreement and require the written approval of the City Manager, which approval shall not be unreasonably withheld so long as adequate security as determined by City in its sole discretion, is in place to secure the Completion of the subject Improvements and any DIF Improvement Assignment not made in strict compliance with the foregoing conditions (other than a transfer under Section 19 below) shall, unless such obligations are performed by Developer when required by this Agreement notwithstanding such assignment, constitute a default by Developer and City shall have no further obligations with regard to acceptance of Certificates of DIF Credit issued to Developer, including any DIF Credit assigned or transferred by Developer.

(c) If Developer enters into a DIF Improvement Assignment with a successor in interest with respect to all or a part of the Property (a "Successor Developer") in accordance with Section 10(b) and the Successor Developer obtains DIF Credit pursuant to this Agreement upon its completion of the Improvements identified in the DIF Improvement Assignment, then

(i) such Successor Developer shall have the right to sell, transfer or assign to Developer, and Developer shall have the right to acquire from such Successor Developer, all or a portion of such DIF Credit by complying only with Section 10(b) above, and

(ii) Developer shall have the right to sell, transfer or assign all or a portion of such DIF Credit to other Successor Developers who acquire other portions of the Property by complying only with Section 10(b) above, if the sale, transfer or assignment of such DIF Credit occurs concurrently with the conveyance of another portion of the Property to the other Successor Developer.

11. Additional Documents/Actions. The City Manager is authorized to approve and execute any documents and to take any actions necessary to effectuate the purposes of this Agreement.

12. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. This Agreement and that certain Memorandum of Agreement Regarding Development Impact Fee Credits ("MOA"), recorded concurrently herewith, are companion documents and are intended to be interpreted together. The MOA supplements this Agreement with respect to, among other things, the timing and methodology for monetization of certain DIF Credits.

13. Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq. (as amended by Stats 2001 ch. 938 § 2 (S.B. 975)), and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq. (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Bid Documents and each Developer's Contract shall require all contractors for the construction of Improvements to pay prevailing wages in accordance with the applicable provisions of the Labor Code. Developer 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 Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its officials, officers, employees, agents, contractors 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.

14. Default and Force Majeure.

(a) Default. Failure or delay by Developer or City to perform any of its obligations under this Agreement constitutes a default by such party under this Agreement. The party alleged to be in default shall have thirty (30) days after the date of the written notice by the other party to commence to cure such default. The party alleged to be in default shall diligently pursue such cure to completion within thirty (30) days or a reasonable timeframe if such default cannot be reasonably cured within thirty (30) days, as established in the written notice provided by the party asserting the default. If the party alleged to be in default has not cured its default within the cure period set forth therein, the defaulting party shall be deemed in breach. Any failure or delay in giving such notice or in asserting any rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the party not in default of its rights to institute and maintain any actions or proceedings which it may deem

necessary to protect, assert or enforce any of its rights or remedies. If any default by Developer is not cured within the time period provided by the City, City shall be entitled to terminate this Agreement in its entirety and thereafter, the City shall be under no obligation to perform any of City's obligations hereunder, including, but not limited to, the issuance of DIF Credits that Developer may claim.

(b) Force Majeure. Notwithstanding the provisions contained in the foregoing paragraph, performance by either party hereunder shall not be deemed to be in default where delay or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine restrictions, freight embargoes, public transportation stoppage, governmental restrictions or priority, litigation brought by a third party, unusually severe weather, reasonably unforeseeable property conditions, acts of the other party, acts or failure to act of the other party or any other public or governmental agency or entity, or any causes beyond the control or without the failure of the party claiming an extension of time to perform (a “Force Majeure Event”). An extension of time for any such cause (an "Excusable Delay") shall be for the time period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause or from the date of the notice if provided after such thirty-day period. Notwithstanding the foregoing, none of the foregoing events shall constitute an Excusable Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming an Excusable Delay shall make a good faith effort to deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by City and Developer. The Parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them (unless such conditions were caused by a Force Majeure Event) that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement are not Force Majeure Events and do not provide any Party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking that may arise under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not a Force Majeure Event and does not excuse the performance by such Party of its obligations under this Agreement. Without limiting the nature of the foregoing, the parties agree that the inability of Developer to obtain a satisfactory commitment from a construction lender for the improvement of the Property or to satisfy any other condition of this Agreement relating to the development of the Property shall not be deemed to be a Force Majeure Event or otherwise provide grounds for the assertion of the existence of a delay under this Section 14.

15. Licenses and Permits. The Developer shall secure (or shall cause to be secured) any and all permits that may be required by the City or any other governmental

agency affected by the construction of the Improvements. The Developer shall be responsible for paying all applicable fees and charges to the City to obtain any land use entitlements and permits that are necessary to construct the Improvements.

16. Indemnification. The Developer agrees to protect, indemnify, defend and hold the City, and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (collectively "Damages") that the City, or its respective officers, employees and agents, or any combination thereof, may suffer or that may be sought against or recovered or obtained from the City, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder; or (c) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the Improvements. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from the Developer. Notwithstanding the foregoing, neither the City nor its respective officers, employees, or agents shall be indemnified, defended or held harmless against such Damages to the extent that such Damages have been caused by their sole active negligence or sole willful misconduct. The parties acknowledge and agree that the Developer shall be released from the indemnity, defense and hold harmless obligations set forth herein upon the acceptance of the Improvements by the City and completion of the Warranty Period for such Improvements.

17. Developer as a Private Developer. In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer. Accordingly, this Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds or any other costs incurred in connection with the Project. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. Other Obligations. Nothing contained herein shall be construed as affecting the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and

adversely affect the design, acquisition, construction and installation of the Improvements. This Agreement is not, and shall not be construed as, a statutory development agreement as authorized by Government Code sections 65864 et seq., and this Agreement shall not be interpreted as limiting the authority of the City to adopt and amend regulations concerning permitted uses of property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for the reservation or dedication of land or the payment of impact fees for public purposes.

19. Binding on Successors and Assigns. Except as set forth in Section 10 or Section 23 hereof, neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted and accepted assigns, and successors-in-interest of the parties hereto.

20. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

21. Waivers. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

22. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

23. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, at Developer'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. Developer shall have the right to encumber and assign its rights and interests hereunder to the lenders providing such financing as security for such financing without the consent of the City and without complying with Section 10 hereof. 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 Developer 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. A 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 or deed of trust 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 Developer in the performance of Developer'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 Developer under the terms of this Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days following the sending of the notice of default to Developer. 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 Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer 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 10 of this Agreement.

24. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

If to DEVELOPER:
Prologis L.P.
3546 Concours Street, Suite 100
Ontario, CA 91764

with a copy to:
Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Eighth Floor
Irvine, CA 92614
Attn: Matthew R. Fogt, Esq.
Email: mfogt@allenmatkins.com

Phone: (949) 851-5453

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

25. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

27. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

28. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

30. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Description of Improvements

Exhibit 4 – Estimated Costs of Improvements
Exhibit 5 – Certificate of DIF Credit
Exhibit 6 – DIF Credit Request
Exhibit 7 – Form of Assignment, Sale, or Transfer of DIF Credit

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO, a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

"DEVELOPER"

PROLOGIS L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

Dated: _____ By: _____
Name:
Title:

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 1

Legal Description of Property

Parcel Map 20273

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1, 2 AND 3, INCLUSIVE OF PARCEL MAP NO. 20537, RECORDED IN BOOK 260 OF PARCEL MAPS, PAGES 38 THROUGH 41, INCLUSIVE TOGETHER WITH PARCELS 11, 12 AND 13, AND TOGETHER WITH PARCELS 16 THROUGH 22, INCLUSIVE, OF PARCEL MAP NO. 20273, RECORDED IN BOOK 258 OF PARCEL MAPS, PAGES 18 THROUGH 27, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

ALSO PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT LLA22-002, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 11, 2022 AS INSTRUMENT NO. 2022-0276424;

TOGETHER WITH LOT 1 AS SHOWN ON LOT LINE ADJUSTMENT LLA22-003, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 9, 2022 AS INSTRUMENT NO. 2022-0311242, BOTH OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER.

CONTAINING 14,494,198 SQUARE FEET (332.741 ACRES) OF LAND, MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF:

May 23, 2024

MARK A. MONROE P.L.S. #8170 DATE

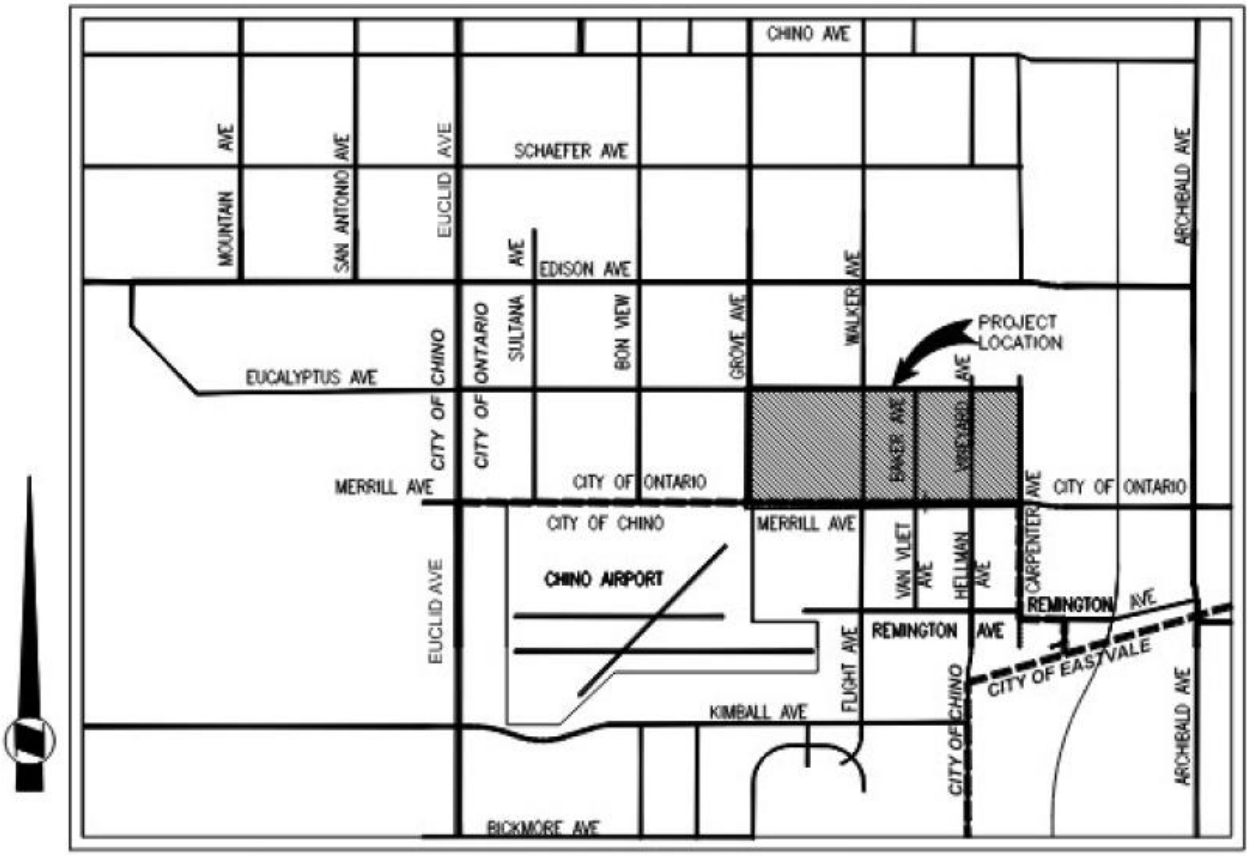


APNs: 105411105, 105412103, 105412104, 105412105, 105413103, and 105413104

Exhibit 2

Map of Property

Parcel Map 20273



VICINITY MAP

N.T.S.

Exhibit 3

Description of Improvements

DIF Eligible Facilities: The DIF Eligible Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Agreement only if such Segment was constructed by or on behalf of the Developer.

Local Adjacent Water and Recycled Water Facilities					
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	Merrill DW - 16" PVC Domestic Water - From Grove through Carpenter	6,939
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	Vineyard DW - 16" PVC - From Eucalyptus through Merrill	2,556
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	Baker DW - 12" PVC - From Eucalyptus through Merrill	2,494
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	Walker DW - 16" PVC - From Eucalyptus through Merrill	2,510
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	*Grove DW - 12" PVC - From Eucalyptus through Merrill	2,700
PM 20273	Local Water	WT-016	Recycled Water Systems	*Carpenter RW - 12" PVC - From Eucalyptus through Merrill	2,400
PM 20273	Local Water	WT-016	Recycled Water Systems	Vineyard RW - 12" PVC - From Eucalyptus through Merrill	2,637
PM 20273	Local Water	WT-016	Recycled Water Systems	Walker RW - 12" PVC - From Eucalyptus through Merrill	2,480
PM 20273	Local Water	WT-016	Recycled Water Systems	*Grove RW - 8" PVC - From Eucalyptus through Merrill	2,700
PM 20273	Local Water	WT-016	Recycled Water Systems	Merrill RW - 8" - 12" PVC - From Grove to Carpenter	6,700
PM 20273	Local Water	WT-016	Recycled Water Systems	Eucalyptus RW - 8" - 16" PVC - From Baker to Carpenter	2,550
PM 20273	Local Water	WT-016	Recycled Water Systems	Eucalyptus RW - 12" PVC - From Grove to Baker	4,200

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Exhibit 3 - Continued

Regional Water and Recycled Water Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20273	Regional Water	WT-010	Francis Street 925' Zone Transmission Mains	Eucalyptus DW - 24" CML&C Domestic Water - From Grove through Carpenter	6,571

Local Adjacent Sewer System Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20273	Local Sewer	SW-008	Walker Trunk Sewer	Walker Sanitary Sewer - 20" Ductile Iron Pipe - Walker (Eucalyptus through Merrill)	2,901
PM 20273	Local Sewer	SW-009	Grove Trunk Sewer	*Grove Sanitary Sewer - 20" Ductile Iron Pipe - Grove (Eucalyptus through Merrill)	2,700

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Regional Sewer System Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20273	Regional Sewer	SW-002	Western Trunk Sewer	*Euclid Sanitary Sewer - 36" Ductile Iron Sewer - Euclid (Merrill to Kimball and 300' East on Merrill)	5,600
PM 20273	Regional Sewer	SW-002	Western Trunk Sewer	Merrill Sanitary Sewer - 36" - 18" Ductile Iron Pipe - Merrill (Grove to Walker)	2,700
PM 20273	Regional Sewer	SW-002	Western Trunk Sewer	Merrill Sanitary Sewer - 18" Ductile Iron Pipe - Merrill (Walker to Baker)	1,300

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Exhibit 3 - Continued

Local Adjacent Storm Drain Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20273	Local Storm Drain	SD-041	Merrill Avenue - From Cucamonga Channel to Walker	Merrill Storm Drain DBL - 12'x10 RCB - Merrill (Vineyard to Carpenter)	982
PM 20274	Local Storm Drain	SD-041	Merrill Avenue - From Cucamonga Channel to Walker	Vineyard Storm Drain - 13'x8 RCB and 36" RCP - (Eucalyptus to Merrill)	5,483
PM 20275	Local Storm Drain	SD-041	Merrill Avenue - From Cucamonga Channel to Walker	Eucalyptus Storm Drain - 13'x8 RCB (Walker to Vineyard)	2,600
PM 20273	Local Storm Drain	SD-002	Grove Avenue - Grove Basin to Merrill	*Grove Storm Drain - 120" RCP - Grove (Eucalyptus through Merrill)	2,700
PM 20273	Local Storm Drain	SD-014	Merrill Avenue - Vineyard to 1420' W/O Walker	Merrill Storm Drain - DBL 9'x9' RCB, DBL 9'x7' RCB, DBL 9'x5' RCB and DBL 5'x3' RCB RCB -Walker to Vineyard	2,534

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Local Adjacent Streets and Bridge Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20273	Local Adjacent Streets	ST-022	Vineyard Avenue - From Riverside to Merrill	Vineyard Ave - Full Width Improvements - Eucalyptus to Merrill	2,600
PM 20273	Local Adjacent Streets	ST-023	Walker Avenue - From Riverside to Merrill	Walker Ave - Full Width Improvements - Eucalyptus to Merrill	2,600
PM 20273	Local Adjacent Streets	ST-013	Grove Ave - From Riverside to Merrill	*Grove Ave - Full Width Improvements - Eucalyptus to Merrill	2,700
PM 20273	Local Adjacent Streets	ST-015	Merrill Ave - From Euclid to Archibald	Merrill Ave - Half Width Widening - Grove to Carpenter	6336
PM 20273	Local Adjacent Streets	ST-011	Eucalyptus Avenue - From Euclid to Milliken	Eucalyptus Ave - Full Width Improvements - From Grove to Carpenter	6,454
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	4 Way Traffic Signal @ Baker / Merrill	Full Intersection Improvements
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	4 Way Traffic Signal @ Vineyard & Merrill	Full Intersection Improvements
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	4 Way Traffic Signal @ Vineyard & Eucalyptus	Full Intersection Improvements
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal Modification @ Walker & Merrill	Full Intersection Improvements
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	*Traffic Signal Modification @ Merrill & Grove	Full Intersection Improvements

Exhibit 3 - Continued

PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	*4 Way Traffic Signal @ Eucalyptus & Grove	Full Intersection Improvements
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	4 Way Traffic Signal @ Eucalyptus & Walker	Full Intersection Improvements
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal Modification @Merrill & Carpenter	Full Intersection Improvements

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Local Adjacent Fiber					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20273	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit Systems	Merrill Ave Fiber Optics - (Grove to Carpenter) - System Distribution Network	6,500
PM 20273	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit Systems	Eucalyptus Ave Fiber Optics - (Baker to Carpenter) - System Distribution Network	2,600
PM 20273	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit Systems	Eucalyptus Ave Fiber Optics - (Grove to Baker)- System Distribution Network	4,000
PM 20273	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit Systems	*Grove Fiber Optics - (Eucalyptus to Merrill) - System Distribution Network	2,700

Exhibit 4

Estimated Costs of Improvements

Local Adjacent Water and Recycled Water Facilities

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	*Estimated Actual Cost	Cost Share with REDA	Notes DIF Notes
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	Merrill DW - 16" PVC Domestic Water - From Grove through Carpenter	6,939	81,226,165	4.87%	3,955,314	3,955,314		
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	Vineyard DW - 16" PVC - From Eucalyptus through Merrill	2,556	81,226,165	1.39%	1,128,860	1,128,860		
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	Baker DW - 12" PVC - From Eucalyptus through Merrill	2,494	81,226,165	0.95%	772,416	772,416		
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	Walker DW - 16" PVC - From Eucalyptus through Merrill	2,510	81,226,165	1.49%	1,214,038	1,214,038		
PM 20273	Local Water	WT-011	Francis Street 925' Zone Distribution Mains	*Grove DW - 12" PVC - From Eucalyptus through Merrill	2,700	81,226,165	2.04%	1,657,449	1,657,449	Yes	Constructed by PLD PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
PM 20273	Local Water	WT-016	Recycled Water Systems	*Carpenter RW - 12" PVC - From Eucalyptus through Merrill	2,400	137,612,533	0.44%	611,000	611,000	Yes	Constructed by PLD PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
PM 20273	Local Water	WT-016	Recycled Water Systems	Vineyard RW - 12" PVC - From Eucalyptus through Merrill	2,637	137,612,533	0.38%	521,738	521,738		
PM 20273	Local Water	WT-016	Recycled Water Systems	Walker RW - 12" PVC - From Eucalyptus through Merrill	2,480	137,612,533	0.42%	575,380	575,380		
PM 20273	Local Water	WT-016	Recycled Water Systems	*Grove RW - 8" PVC - From Eucalyptus through Merrill	2,700	137,612,533	0.83%	1,136,511	1,136,511	Yes	Constructed by PLD - Correction made on pipe size. PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
PM 20273	Local Water	WT-016	Recycled Water Systems	Merrill RW - 8" - 12" PVC - From Grove to Carpenter	6,700	137,612,533	1.45%	1,988,607	1,988,607		
PM 20273	Local Water	WT-016	Recycled Water Systems	Eucalyptus RW - 8" - 16" PVC - From Baker to Carpenter	2,550	137,612,533	0.40%	557,054	557,054		
PM 20273	Local Water	WT-016	Recycled Water Systems	Eucalyptus RW - 12" PVC - From Grove to Baker	4,200	137,612,533	1.06%	1,453,947	1,453,947		
							SUBTOTAL:	$ 15,572,314	$ 15,572,314		

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Regional Water Facilities

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	*Estimated Actual Cost	Cost Share with REDA	Notes
PM 20273	Regional Water	WT-010	Francis Street 925' Zone Transmission Mains	Eucalyptus DW - 24" CML&C Domestic Water - From Grove through Carpenter	6,571	44,535,715	7.15%	3,184,726	3,184,726		
							SUBTOTAL:	$ 3,184,726	$ 3,184,726		

Local Adjacent Sewer System Facilities

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	*Estimated Actual Cost	Cost Share with REDA	Notes
PM 20273	Local Sewer	SW-008	Walker Trunk Sewer	Walker Sanitary Sewer - 20" Ductile Iron Pipe - Walker (Eucalyptus through Merrill)	2,901	3,125,194	100.00%	3,125,195	3,125,195		
PM 20273	Local Sewer	SW-009	Grove Trunk Sewer	*Grove Sanitary Sewer - 20" Ductile Iron Pipe - Grove (Eucalyptus through Merrill)	2,700	11,358,530	38.05%	4,321,730	4,321,730	Yes	Constructed by PLD PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
							SUBTOTAL:	$ 7,446,925	$ 7,446,925		

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Regional Sewer System Facilities **

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	*Estimated Actual Cost	Cost Share with REDA	Notes
PM 20273	Regional Sewer	SW-002	Western Trunk Sewer	*Euclid Sanitary Sewer - 36" Ductile Iron Sewer - Euclid (Merrill to Kimball and 300' East on Merrill)	5,600	44,269,343	20.87%	9,239,620	9,239,620	Yes	Constructed by PLD PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
PM 20273	Regional Sewer	SW-002	Western Trunk Sewer	Merrill Sanitary Sewer - 36" - 18" Ductile Iron Pipe - Merrill (Grove to Walker)	2,700	44,269,343	10.50%	4,646,363	4,646,363		
PM 20273	Regional Sewer	SW-002	Western Trunk Sewer	Merrill Sanitary Sewer - 18" Ductile Iron Pipe - Merrill (Walker to Baker)	1,300	44,269,343	5.05%	2,237,138	2,237,138		
							SUBTOTAL:	$ 16,123,120	$ 16,123,120		

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

** Baker Sanitary Sewer - 18" Ductile Iron Pipe - Baker (Merrill through Eucalyptus) for 2,700 LF with Maximum Eligible Cost of $3,060,477 is not on the 2024 DIF Update but DIF credits will be issued upon the City's approval.

Exhibit 4 - Continued

Local Adjacent Storm Drain Facilities

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	*Estimated Actual Cost	Cost Share with REDA	Notes
PM 20273	Local Storm Drain	SD-041	Merrill Avenue - From Cucamonga Channel to Walker	Merrill Storm Drain DBL - 12'x10 RCB - Merrill (Vineyard to Carpenter)	982	25,541,804	15.48%	3,953,687	3,953,687		
PM 20274	Local Storm Drain	SD-041	Merrill Avenue - From Cucamonga Channel to Walker	Vineyard Storm Drain - 13'x8 RCB and 36" RCP - (Eucalyptus to Merrill)	5,483	25,541,804	37.00%	9,450,625	9,450,625		
PM 20275	Local Storm Drain	SD-041	Merrill Avenue - From Cucamonga Channel to Walker	Eucalyptus Storm Drain - 13'x8 RCB (Walker to Vineyard)	2,600	25,541,804	31.66%	8,087,537	8,087,537		
PM 20273	Local Storm Drain	SD-002	Grove Avenue - Grove Basin to Merrill	*Grove Storm Drain - 120" RCP - Grove (Eucalyptus through Merrill)	2,700	21,576,871	40.32%	8,699,399	8,699,399	Yes	Constructed by PLD PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
PM 20273	Local Storm Drain	SD-014	Merrill Avenue - Vineyard to 1420' W/O Walker	Merrill Storm Drain - DBL 9'x9' RCB, DBL 9'x7' RCB, DBL 9'x5' RCB and DBL 5'x3' RCB RCB -Walker to Vineyard	2,534	9,818,672	72.03%	7,072,342	7,072,342		
							SUBTOTAL	$ 37,263,589	$ 37,263,589		

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Local Adjacent Streets and Bridge Facilities

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	*Estimated Actual Cost	Cost Share with REDA	Notes
PM 20273	Local Adjacent Streets	ST-022	Vineyard Avenue - From Riverside to Merrill	Vineyard Ave - Full Width Improvements - Eucalyptus to Merrill	2,600	14,370,409	30.62%	4,400,893	4,400,893		
PM 20273	Local Adjacent Streets	ST-023	Walker Avenue - From Riverside to Merrill	Walker Ave - Full Width Improvements - Eucalyptus to Merrill	2,600	5,712,152	40.61%	2,319,671	2,319,671		
PM 20273	Local Adjacent Streets	ST-013	Grove Ave - From Riverside to Merrill	*Grove Ave - Full Width Improvements - Eucalyptus to Merrill	2,700	13,484,813	23.96%	3,230,874	3,230,874	Yes	Constructed by PLD PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
PM 20273	Local Adjacent Streets	ST-015	Merrill Ave - From Euclid to Archibald	Merrill Ave - Half Width Widening - Grove to Carpenter	6336	26,158,070	31.57%	8,257,974	8,257,974		
PM 20273	Local Adjacent Streets	ST-011	Eucalyptus Avenue From Euclid to Milliken	Eucalyptus Ave - Full Width Improvements - From Grove to Carpenter	6,454	17,993,932	27.04%	4,865,283	4,865,283		
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	4 Way Traffic Signal @ Baker / Merrill	Full Intersection Improvements	31,665,628	1.82%	577,200	577,200		
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	4 Way Traffic Signal @ Vineyard & Merrill	Full Intersection Improvements	31,665,628	2.29%	724,100	724,100		
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	4 Way Traffic Signal @ Vineyard & Eucalyptus	Full Intersection Improvements	31,665,628	2.20%	695,500	695,500		
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal Modification @ Walker & Merrill	Full Intersection Improvements	31,665,628	0.74%	234,000	234,000		
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	*Traffic Signal Modification @ Merrill & Grove	Full Intersection Improvements	31,665,628	2.14%	677,162	677,162	Yes	Constructed by PLD PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	*4 Way Traffic Signal @ Eucalyptus & Grove	Full Intersection Improvements	31,665,628	2.14%	677,162	677,162	Yes	Constructed by PLD PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	4 Way Traffic Signal @ Eucalyptus & Walker	Full Intersection Improvements	31,665,628	2.55%	806,683	806,683		
PM 20273	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal Modification @Merrill & Carpenter	Full Intersection Improvements	31,665,628	0.86%	273,650	273,650		
							SUBTOTAL	$ 27,740,151	$ 27,740,151		

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Local Adjacent Fiber

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	*Estimated Actual Cost	Cost Share with REDA	Notes
PM 20273	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit Systems	Merrill Ave Fiber Optics - (Grove to Carpenter) - System Distribution Network	6,500	16,914,691	5.59%	945,100	945,100		
PM 20273	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit Systems	Eucalyptus Ave Fiber Optics (Baker to Carpenter) - System Distribution Network	2,600	16,914,691	2.37%	400,400	400,400		
PM 20273	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit Systems	Eucalyptus Ave Fiber Optics (Grove to Baker)- System Distribution Network	4,000	16,914,691	0.98%	166,070	166,070		
PM 20273	Local Adjacent Fiber Optics	FO-004	Distribution Network - Major Streets Conduit Systems	*Grove Fiber Optics - (Eucalyptus to Merrill) - System Distribution Network	2,700	16,914,691	0.72%	122,184	122,184	Yes	Constructed by PLD PLD will submit DIF Package City will issue DIF credits 50/50 w/ PLD and REDA
							SUBTOTAL	$ 1,633,754	$ 1,633,754		

* 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4.

Exhibit 5

CERTIFICATE OF DIF CREDIT

Pursuant to Section 6 of the Development Impact Fee Credit Agreement for Facility Construction 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 "Fee Credit Agreement" , the City of Ontario hereby certifies that Developer is entitled to the following amount and nature of DIF Credits:

Amount of Credit: $_____
Infrastructure Category of DIF: _____
Local Adjacent or Regional Category of DIF: _____

_____
Scott Ochoa, City Manager

Dated: _____

Exhibit 6

DIF CREDIT REQUEST

The undersigned (the "Developer"), hereby requests DIF Credits in the DIF categories and amounts specified in Attachment 1 hereto. In connection with this Credit Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer or representative of the Developer, qualified to execute this Credit Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. All costs of the Improvements for which credit is requested hereby are Eligible Costs (as defined in the Fee Credit Agreement) and have not been inflated in any respect. The Eligible Costs for which credit is requested have not been the subject of any prior credit request submitted to the City.

3. Supporting documentation (such as the applicable Developer Contract, third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which credit is requested.

4. The Improvement for which credit is requested was constructed in accordance with the requirements of the Fee Credit Agreement.

5. Please issue a Certificate of DIF Credit to the Developer in the amount requested.

I declare under penalty of perjury that the above representations and warranties are true and connect.

DEVELOPER	CITY
[INSERT ENTITY]	Credit Request Approved
By: _____	By: _____
Authorized Representative of Developer	Scott Ochoa, City Manager
Date: _____	Date: _____

ATTACHMENT 1

SUMMARY OF IMPROVEMENTS AND REQUESTED DIF CREDITS

Improvement	Eligible Costs/Contract Amount	DIF Credit Requested

[List here all Improvements for
which credit is requested, and attach support documentation]

Exhibit 7

FORM OF ASSIGNMENT, SALE, OR TRANSFER OF DIF CREDIT

FROM _____ TO _____

This Sale or Transfer of DIF Credit ("DIF Credit Transfer") is entered into as of _____, 20__, between _____, a _____ _____"Transferor")
and_____ ("Transferee").

A. Transferor is doing business in the City of Ontario.

B. Pursuant to that certain Certificate of DIF Credit (the "Certificate") issued by the City of Ontario to _____, dated _____, an amount of DIF Credit was made available to the Transferor for use in the City. A copy of the DIF Credit Certificate is issued to [***Entity***] by CITY is attached hereto and incorporated herein as Exhibit "C-2".

C. Transferee is owner of real property within the City of Ontario and further described as Parcel Map or Tract Map No. _____ . (or other description of the property).

D. Pursuant to the terms of this DIF Credit Assignment, Transferee desires to receive from the Transferor, a share of the DIF Credit issued to Transferor doing business in the City.

For good, valuable and sufficient consideration received, the receipt of which is hereby acknowledged, the Transferor and Transferee hereby agree as follows:

1. TRANSFER

The Transferor hereby assigns, transfers and conveys to Transferee the DIF Credit of:

DIF Credit Category	DIF Credit Amount
_____	_____

2. ACCEPTANCE

Transferee hereby accepts and assumes DIF Credit as listed above. Transferee and CITY shall track DIF Credit as it is redeemed, and the remaining balance to be used, by completing, dating and initialing Exhibit "D-3" attached

hereto and incorporated herein. The original Exhibit “C-2” shall not be removed from this Transfer Agreement.

3. EFFECTIVE DATE.

This Transfer Agreement shall become effective as of the date first above written.

4. TRANSFEROR’S REPRESENTATIONS AND WARRANTIES.

The Transferor makes the following representations and warranties, which representations and warranties shall survive this DIF Credit Transfer:

The Transferor has the full power and authority to enter into this DIF Credit Transfer.

The execution, delivery and performance of this DIF Credit Transfer will not result in any violation or default under its organizational documents or any instruments to which the Transferor is a party.

From and after the date of this DIF Credit Transfer, the Transferor shall have no further rights, title or interest in or to the DIF Credit.

5. TRANSFEREE’S REPRESENTATION AND WARRANTIES.

Transferee makes the following representations and warranties, which representations and warranties shall survive this Transfer:

Transferee is the owner of Parcel Map or Tract Map No. _____ (or other *property description*) in the City of Ontario.

Transferee has the full power and authority to enter into this DIF Credit Transfer.

This DIF Credit Transfer, when executed, shall constitute a valid and legal obligation binding as to Transferee.

6. NOTICES.

All notices, consents, waivers and other communications under this DIF Credit Transfer must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties); (c) when received by the addresses as confirmed by a

confirmation receipt, if sent by facsimile to the appropriate facsimile number designated below (or to such other facsimile number as the parties may designate by notice to the other parties).

If to the Transferor: Entity Name: _____
Address:_____
_____
Attention: _____
Phone: _____
Email: _____

If to Transferee: Entity Name:_____
Address:_____
_____
Attention: _____
Phone: (___) _____
Email: _____

7. GENERAL PROVISIONS.

Severability. In the event that the application of any of the provisions of this DIF Credit Transfer are held to be unenforceable or invalid, the validity and enforceability of other applications of that provision and of the remaining provisions shall not be affected.

Counterparts. This DIF Credit Transfer may be executed in counterparts.

Entire Agreement. This DIF Credit Transfer contains the entire final understanding of and between the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this DIF Credit Transfer. There are no representations, agreements, arrangements or understandings, oral or written, between the parties that are not fully set forth herein.

Construction. Every covenant, term and provision of this DIF Credit Transfer shall be construed simply according to its fair meaning and not strictly for or against any party.

No Modifications. No supplement, modifications or amendment to this DIF Credit Transfer shall be binding unless executed in writing by both parties.

Further Assurances. The Transferor and Transferee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this DIF Credit Transfer.

No Third Party Beneficiaries. This DIF Credit Transfer Agreement is made and entered into for the sole protection and benefit of the parties hereto, the City of Ontario, and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this DIF Credit Transfer Agreement.

IN WITNESS WHEREOF, the Transferor and Transferee have duly executed this DIF Credit Transfer as of the date first written above.

TRANSFEROR:

Entity Name _____, a _____

By: _____

By: _____

TRANSFEREE:

Entity Name _____, a _____

By: _____

By: _____

(All Signatures must be notarized)

EXHIBIT "C-2" to Transfer of DIF Credit

(Certificate of DIF Credit)

(Original DIF Credit Certificate issued by City must be attached).

EXHIBIT "D-3" to Transfer of DIF Credit

Available DIF Credit Reconciliation

DIF Credit Category _____

Assigned to: _____

Date Assigned to: _____

Transferee: _____

Date Transferred: _____

Starting DIF Credit Balance	Amount Redeemed	Date	Remaining DIF Credit Balance	City's Initials	Transferee's Initials

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS

By and Between

City of Ontario
a California municipal corporation

and

Prologis L.P.
a Delaware limited partnership

_____, 2026

San Bernardino County, California

MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS

This MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS ("Agreement"), entered into this _____ day of _____, 2026, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and Prologis L.P., a Delaware limited partnership, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the Merrill Commerce Center Specific Plan ("Specific Plan") and Parcel Map No. 20273 ("Parcel Map"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference ("Property"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. As a condition of the development approvals for the Property, including the Specific Plan and Parcel Map approvals, the Developer is required to construct those public improvements ("Improvements") as described in that certain Development Impact Fee Credit Agreement For Facility Construction by and Between The City and Developer recorded concurrently herewith ("DIF Agreement").

C. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit ("DIF Credits") to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

D. City and the previous owner of the Property have previously entered into a statutory development agreement (File No. PDA 18-004), pursuant to Section 65864, et seq., of the Government Code, ("Development Agreement") and such Development Agreement has been assigned to Developer and Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements identified in Exhibit 3 and such Improvements are included in the City's Development Impact Fee (DIF) Program ("DIF Program") as a project, or a portion of a project and eligible for DIF Credits against DIF Fees.

E. Many of the Improvements required to be constructed by Developer are regional in nature and will benefit a much larger area beyond the Property, including, without limitation, areas within the broader Ontario Ranch area. The cost of these regional Improvements greatly exceeds both the DIF Fees Developer is required to pay

in conjunction with the development of the Property and/or the ability of Developer to use or timely monetize such DIF Credits under the City's current DIF Program.

F. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credits in accordance with the City's [Ontario Ranch] DIF Credit policies as contained in the City's DIF Program and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2019-135, 2022-133, 2023-036, and 2025-010 (and the City shall not favor other property owners with respect to the redemption of DIF Credits) in accordance with the monetization schedule described therein. The City shall issue DIF Credits to the maximum extent possible under the City's DIF Program.

G. Developer's DIF Credits will significantly exceed Developer's DIF obligations given the extraordinary Improvements that Developer built that benefits the larger Ontario Ranch Area. Developer's ability to monetize the DIF Credits under the existing DIF Program would otherwise take decades as such area develops. In recognition of the significant contribution by Developer to construct these regional Improvements, the City agrees to modify the DIF Program to accelerate the monetization of the DIF Credits for Storm Drainage, Sewer and Water Improvements constructed by Developer that benefit the portion of the Ontario Ranch that lies north of Eucalyptus Avenue earlier than currently allowed under the DIF Program. The DIF Credits subject to this acceleration are shown on Exhibit 3, attached hereto ("Monetized DIF Credits").

H. The exact modifications of the DIF Program to accommodate the accelerated monetization mentioned above are not yet final. Notwithstanding the current lack of certainty, the City agrees to modify its DIF Program to incorporate provisions to accelerate the monetization of the Monetized DIF Credits above and beyond what would otherwise be monetized under the current DIF Program by December 31, 2026 that will provide for the monetization of such Monetized DIF Credits on or before December 31, 2033.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Monetization. In recognition of the significant contribution by Developer to construct significant and costly regional infrastructure and the significant amount of unpaid DIF Credits in the larger system, the City agrees to modify its DIF Program by December 31, 2026. The modified DIF Program will provide for the monetization of such Monetized DIF Credits on or before December 31, 2033 above and beyond what would otherwise be monetized under the current DIF Program as follows: the accelerated monetization shall provide for fifty percent (50%) monetization based off of unaudited Developer requests, and any additional monetization will be based on the results of a City audit.

2. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. This Agreement and the DIF Agreement are companion documents and shall be interpreted together. The DIF Credit Agreement controls credit eligibility and administration, and this Agreement controls timing and monetization.

3. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer. The City Manager is hereby authorized to enter into with Developer minor modifications of this Agreement that do not materially impact the purpose or intent of this Agreement.

4. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to DEVELOPER:
Prologis L.P.
3546 Concours Street, Suite 100
Ontario, CA 91764

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Eighth Floor
Irvine, CA 92614
Attn: Matthew R. Fogt, Esq.
Email: mfogt@allenmatkins.com
Phone: (949) 851-5453

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate confirmation, answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said

overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

6. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

7. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

8. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

9. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

11. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Monetized DIF Credits

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO, a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

"DEVELOPER"

PROLOGIS L.P.
a Delaware limited partnership

By: Prologis, Inc.
a Maryland corporation
its general partner

Dated: _____ By: _____
Name:
Title:

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 1

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1, 2 AND 3, INCLUSIVE OF PARCEL MAP NO. 20537, RECORDED IN BOOK 260 OF PARCEL MAPS, PAGES 38 THROUGH 41, INCLUSIVE TOGETHER WITH PARCELS 11, 12 AND 13, AND TOGETHER WITH PARCELS 16 THROUGH 22, INCLUSIVE, OF PARCEL MAP NO. 20273, RECORDED IN BOOK 258 OF PARCEL MAPS, PAGES 18 THROUGH 27, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

ALSO PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT LLA22-002, AS EVIDENCED BY DOCUMENT RECORDED AUGUST 11, 2022 AS INSTRUMENT NO. 2022-0276424;

TOGETHER WITH LOT 1 AS SHOWN ON LOT LINE ADJUSTMENT LLA22-003, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 9, 2022 AS INSTRUMENT NO. 2022-0311242, BOTH OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER.

CONTAINING 14,494,198 SQUARE FEET (332.741 ACRES) OF LAND, MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF:



May 23, 2024

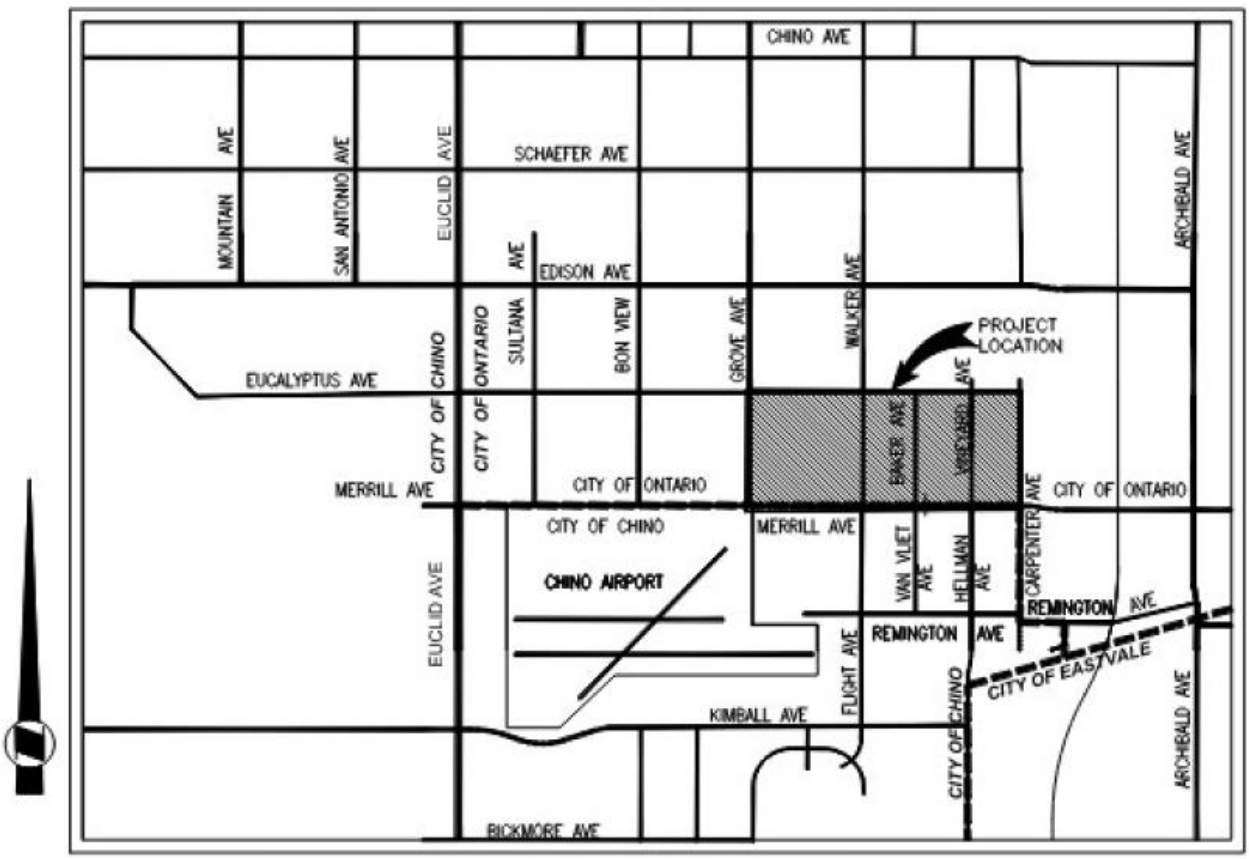
MARK A. MONROE P.L.S. #8170 DATE



APNs: 105411105, 105412103, 105412104, 105412105, 105413103, and 105413104

Exhibit 2

Map of Property



VICINITY MAP

N.T.S.

Exhibit 3

Monetized DIF Credits

PRELIMINARY ESTIMATE OF DEVELOPER'S DIF FEE AWARD AND OBLIGATIONS RELATING TO THE MONETIZABLE DIF CREDITS

		PROLOGIS LP	
		PDIF 22-002	
REGIONAL SEWER - ESTIMATED DIF CREDITS			
Euclid Avenue - Kimball Avenue to Merrill Avenue [cost share with REDA]	SW-002	9,239,620	
Merrill Avenue Sewer - Grove to Walker	SW-002	4,646,363	
Merrill Avenue Sewer - Walker to Baker	SW-002	2,237,138	
Total Estimated Regional DIF Credits		16,123,121	
ESTIMATED REGIONAL SEWER DIF FEES			Estimated Regional Sewer Monetizable Amount (Estimated Regional Sewer DIF Credits less Estimated Regional Sewer DIF Fees)
Actual Regional Sewer DIF Fees paid		610,532	
Remaining Estimated Regional Sewer DIF Fees		220,690	
Total Estimated Regional DIF Fees		831,222	$ 15,291,899
LOCAL ADJACENT SEWER - ESTIMATED DIF CREDITS			
Walker Avenue - Merrill through Eucalyptus	SW-008	3,125,195	
Grove Avenue - Merrill through Eucalyptus [cost share with REDA]	SW-009	4,321,730	
Total Estimated Regional DIF Credits		7,446,925	
ESTIMATED LOCAL ADJACENT SEWER DIF FEES			Estimated Local Sewer Monetizable Amount (Estimated Local Sewer DIF Credits less Estimated Local Sewer DIF Fees)
Actual Local Adjacent Sewer DIF Fees paid		714,862	
Estimated Local Adjacent Sewer DIF Fees paid		255,542	
Total Estimated Local Adjacent DIF Fees		970,404	$ 6,476,521
LOCAL WATER - ESTIMATED DIF CREDITS			
Merrill Avenue DW - Grove to Carpenter	WT-011	3,955,314	
Vineyard Avenue DW - Merrill through Eucalyptus	WT-011	1,128,860	
Baker Avenue DW - Merrill through Eucalyptus	WT-011	772,416	
Walker Avenue DW - Merrill through Eucalyptus	WT-011	1,214,038	
Grove Avenue DW - Merrill through Eucalyptus [cost share with REDA]	WT-011	1,657,449	
Carpenter Avenue RW - Merrill through Eucalyptus [cost share with REDA]	WT-016	611,000	
Vineyard Avenue RW - Merrill through Eucalyptus	WT-016	521,738	
Walker Avenue RW - Merrill through Eucalyptus	WT-016	575,380	
Grove Avenue RW - Merrill through Eucalyptus	WT-016	1,136,511	
Merrill Avenue RW - Grove to Carpenter	WT-016	1,988,607	
Eucalyptus Avenue RW - Carpenter to Baker	WT-016	557,054	
Eucalyptus Avenue RW - Baker to Grove	WT-016	1,453,947	
Total Estimated Local DIF Credits		15,572,314	
ESTIMATED LOCAL WATER DIF FEES			Estimated Local Water Monetizable Amount (Estimated Local Water DIF Credits less Estimated Local Water DIF Fees)
Actual Local Water DIF Fees paid		3,169,762	
Remaining Estimated Local Water DIF Fees		1,205,304	
Total Estimated Regional DIF Fees		4,375,066	$ 11,197,248

PRELIMINARY ESTIMATE OF DEVELOPER'S DIF FEE AWARD AND OBLIGATIONS RELATING TO THE MONETIZABLE DIF CREDITS

		PROLOGIS LP PDIF 22-002	
LOCAL STORM DRAIN - ESTIMATED DIF CREDITS			
Merrill Avenue Storm Drain - Carpenter to Vineyard	SD-041	3,953,687	
Vineyard Avenue Storm Drain - Merrill to Eucalyptus	SD-041	9,450,625	
Eucalyptus Storm Drain - Vineyard to Walker	SD-041	8,087,537	
Grove Avenue Storm Drain - Merrill through Eucalyptus [cost share with REDA]	SD-002	8,699,399	
Merrill Avenue Storm Drain - Vineyard to Walker	SD-014	7,072,342	
Total Estimated Regional DIF Credits		37,263,590	
			Estimated Regional Storm Drain Monetizable Amount (Estimated Regional Storm Drain DIF Credits less Estimated Regional Storm Drain DIF Fees)
ESTIMATED LOCAL STORM DRAIN DIF FEES			
Actual Regional Storm Drainage DIF Fees paid		6,369,128	
Remaining Estimated Regional Storm Drainage DIF Fees		1,837,963	
Total Estimated Regional DIF Fees		8,207,091	$ 29,056,499
LOCAL ADJACENT STREETS AND BRIDGE FACILITIES - ESTIMATED DIF CREDITS			
Vineyard Avenue Full Width Street - Eucalyptus to Merrill	ST-022	4,400,893	
Walker Avenue Full Width Street - Eucalyptus to Merrill	ST-023	2,319,671	
Grove Avenue Full Width Street - Eucalyptus to Merrill [cost share with REDA]	ST-013	3,230,874	
Merrill Avenue Half Width - Grove to Carpenter	ST-015	8,257,974	
Eucalyptus Avenue Full Width Street - Grove to Carpenter	ST-011	4,865,283	
Traffic Signal 4-Way at Baker and Merrill	ST-024	577,200	
Traffic Signal 4-Way at Vineyard and Merrill	ST-024	724,100	
Traffic Signal 4-Way at Vineyard and Eucalyptus	ST-024	695,500	
Traffic Signal 4-Way at Walker and Merrill	ST-024	234,000	
Traffic Signal 4-Way at Merrill and Grove [cost share with REDA]	ST-024	677,162	
Traffic Signal 4-Way at Eucalyptus and Grove [cost share with REDA]	ST-024	677,162	
Traffic Signal 4-Way at Eucalyptus and Walker	ST-024	806,683	
Traffic Signal 4-Way at Merrill and Carpenter	ST-024	273,650	
Total Estimated Local DIF Credits		27,740,152	
			Estimated Local Adjacent Storm Drainage Monetizable Amount (Estimated Local Adjacent Storm Drain DIF Credits less estimated Local Adjacent Storm Drainage DIF Fees paid)
ESTIMATED LOCAL ADJACENT STREETS AND BRIDGE FACILITIES DIF FEES			
Actual Local Adjacent Streets and Bridge Facilities DIF Fees paid		8,611,423	
Remaining Estimated Local Adjacent Street and Bridge Facilities DIF Fees		4,438,614	
Total Estimated Local Adjacent DIF Fees		13,050,037	$ 14,690,115
Total Estimated Monetizable Amount			**$76,712,282**

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: Matthew Hernandez Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **APPROVAL OF THE DEVELOPMENT IMPACT FEE CREDIT AGREEMENT (FILE NO. PDIF21-001, PDIF26-002, AND PDIF26-003) AND MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ONTARIO AND EUCLID LAND VENTURE LLC EUCLID LAND VENTURE 2 LLC AND GROVE LAND VENTURE FOR INFRASTRUCTURE CONSTRUCTION ASSOCIATED WITH PARCEL MAP 20016, LOCATED BETWEEN EUCLID AVENUE, GROVE AVENUE, EUCALYPTUS AVENUE, AND MERRILL AVENUE, WITHIN THE ONTARIO RANCH BUSINESS PARK SPECIFIC PLAN AND SOUTH ONTARIO LOGISTICS CENTER SPECIFIC PLAN**

RECOMMENDATION: That the City Council approve the Development Impact Fee Credit Agreement (File No. PDIF21-001, PDIF26-002, AND PDIF26-003) and Memorandum of Agreement between the City of Ontario and Euclid Land Venture LLC, Euclid Land Venture 2, and Grove Land Venture for infrastructure construction associated with Parcel Map 20016, located east of Euclid Avenue, south of Eucalyptus Avenue, north of Merrill Avenue, and west of Grove Avenue, within the Ontario Ranch Business Park Specific Plan and South Ontario Logistics Center, and authorize the City Manager to execute the Agreements.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: Approval of the proposed Development Impact Fee ("DIF") Credit Agreement (File No. PDIF21-001, PDIF26-002, and PDIF26-003) will result in no fiscal impact to the City's General Fund. The Development Plan and related conditions of approval ("COA") require the Developer to construct fiber optic, sewer, storm drain, streets, and water infrastructure improvements with an estimated cost of $148,972,447 and limited to a total maximum eligible DIF credits of $133,785,901 due to the cost sharing agreement between Euclid Land Venture, LLC and Prologis LP. The proposed DIF Agreement defines the amount of DIF credit and reimbursement the Developer may be eligible to receive. The Developer is conditioned to construct these infrastructure improvements

from Euclid Avenue to Grove Avenue alongside Eucalyptus Avenue and Merrill Avenue, including Sultana Avenue, Campus Avenue, and Bon View Avenue. All segments are included in the City's DIF Program and the City's Capital Improvement Program. The DIF Credit Agreement states that the credit the Developer will receive upon completion of the infrastructure improvements may be exchanged for a refund of DIF fees that were paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

The Memorandum of Agreements (MOA) have no fiscal impact to the City's General Fund. The request states in addition to the repayment of Development Impact Fees from the DIF Credit Program, the City will pay for the difference between the construction costs incurred and the original refund conditioned in the DIF Credit Agreement limited to that respective DIF category. The payment will be made from the collection of Development Impact Fees from northern development sites benefitting from the infrastructure built. The current estimated difference between construction costs and Development Impact Fees paid is $62,839,697 and is still subject to an audit and review by the City. Through a preliminary review, the City will honor one half or $31,419,800 of this amount. Whereas the remaining payment amount of $31,419,897 is contingent on the audit and review.

BACKGROUND & ANALYSIS: On December 1, 2020, the City Council approved the Development Agreement (File No. PDA19-001) between the City of Ontario and Euclid Land Venture, LLC. In accordance with the Development Agreement and related conditions, the Developer is required to construct DIF Program infrastructure to serve Parcel Map 20016. On June 6, 2023, the City Council approved the Development Agreement (File No. PDA21-005) between the City of Ontario and Grove Land Venture, LLC. On July 18, 2023, the City Council approved the Development Agreement (File No. PDA21-006) between the City of Ontario and Euclid Land Venture 2, LLC. In accordance with the Development Agreements and related conditions, the Developer is required to construct DIF Program infrastructure to serve Parcel Maps 20016, 20161, and 20517. Improvements include installation of fiber optics, sewer, storm drain, streets, and water facilities from Euclid Avenue to Grove Avenue alongside Eucalyptus Avenue and Merrill Avenue, including Sultana Avenue, Campus Avenue, and Bon View Avenue.

Pursuant to the City's adopted DIF Credit and/or Reimbursement policies, construction of DIF Program facilities requires the Developer and the City to enter into a DIF Credit and/or Reimbursement Agreement, which specifies the infrastructure to be constructed by the Developer and includes an estimate of the maximum DIF credit that may be applied in the applicable Regional/Local DIF categories. These infrastructure improvements are within the Ontario Ranch fiber optics, sewer, storm drain, street, and water system categories. Since the maximum eligible costs in the Agreement for the required infrastructure exceeds the Developer's DIF obligation, the Developer is eligible to receive DIF Credit under the proposed Agreement.

The proposed Agreement complies with the City's DIF policies and conforms with the approved Development Plan and associated COA. Under the provisions of the City's DIF Program, the City Manager is authorized to execute this Agreement upon approval by the City Council.

On April 15, 2025, City Council gave the authorization to establish an implement a redemption program for unused New Model Colony Development Impact Fee (DIF) Certificates in accordance with underlying agreements and applicable law.

In the case of Euclid Land Venture LLC, Grove Land Venture, and Euclid Land Venture 2, there was a considerable amount of infrastructure built on behalf of the City on the Southwest side of the Ontario Ranch. Given the benefit to all the infrastructure constructed will provide to adjacent and northern projects, the City is proposing that the Council use Development Impact Fees collected from nearby beneficiaries to reimburse these entities for a portion of the construction cost building on behalf of the City.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

File No. PDIF21-001

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

FOR FACILITY CONSTRUCTION

By and Between

City of Ontario
a California municipal corporation

and

Euclid Land Venture, LLC
a Delaware limited liability company

_____, 2026

San Bernardino County, California

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT FOR FACILITY CONSTRUCTION BY AND BETWEEN THE CITY OF ONTARIO AND FILE NO. PDIF21-001

This DEVELOPMENT IMPACT FEE CREDIT AGREEMENT ("DIF Credit Agreement"), entered into this _____ day of _____ 2026, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and EUCLID LAND VENTURE, LLC, a Delaware limited liability company, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the Ontario Ranch Business Park Specific Plan ("Specific Plan") and Parcel Map No. 20016 (the "Parcel Map"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference (the "Property"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. As a condition of the development approvals for the Property, including the Specific Plan and Parcel Map approvals, the Developer is required to construct those public improvements identified on Exhibit 3, consisting of certain master planned public infrastructure and improvements, (hereinafter referred to collectively as the "Improvements") The estimated costs for the design and construction of the Improvements are set forth in Exhibit 4. Both Exhibits 3 and 4 are attached hereto and incorporated herein by reference.

C. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

D. City and Developer previously entered into a statutory development agreement (File No. PDA19-001), pursuant to Section 65864, et seq., of the Government Code ("Development Agreement"). Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements identified in Exhibit 3 and such Improvements are included in the City's Development Impact Fee (DIF) Program as a project, or a portion of a project and eligible for credits against DIF Fees.

E. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credit in accordance with the City's Ontario Ranch

DIF Credit policies as contained in the City's DIF Program and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135, 2022-133, and 2025-010.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the terms below shall be defined as follows:

"Acceptable Title" means title to land or an interest therein required for the operation of an Improvement, in form acceptable to the City Manager, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the City Manager as not materially interfering with the actual or intended use of the land or interest therein required for the operation of an Improvement. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute "Acceptable Title."

"Acceptance Date" means the earlier of (i) the date the City Manager or his or her designee takes final action, in writing, to accept dedication or transfer of an Improvement or (ii) the date determined pursuant to Section 3 below.

"Bid Documents" means all designs, bid documents, construction plans and specifications, system layout drawings and other construction documents and permits relating to an Improvement.

"Certificate of DIF Credit" means a City certificate for the issuance of DIF Credit to Developer in the form attached hereto as Exhibit 5.

"City DIF Program and Policies" means Ordinance Nos. 2779 and 2780 and Resolution Nos. 2003-39, 2003-070, 2019-135, 2022-133, 2023-036, and 2025-010, as may be amended from time to time.

"City Manager" means the City Manager of the City or his or her designee.

"City Engineer" means the City's City Engineer or his or her designee.

"Completed", "Complete" and "Completion" with respect to an Improvement means that such Improvement has been completed in accordance with its Bid Documents, including any final "punch list" items, as approved in writing by the City Engineer, which approval shall not be unreasonably withheld, and that such Improvement is Usable. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of "Completed" or

"Completion" with respect to that Improvement shall be made only as to that Improvement and not with respect to the larger work of improvement of which it is a portion.

"Credit Request" means a document, substantially in the form of Exhibit 6, to be used by Developer in requesting DIF Credits with respect to one or more Improvements.

"Days" shall mean business days unless otherwise stated.

"Developer Contract" means a contract between the Developer and a qualified contractor awarded for the construction of the Improvements at the direction of Developer.

"Development Agreement" has the meaning set forth in Recital D above.

"DIF" or "Development Impact Fees" or "DIF Fees" means the development impact fees imposed within the City pursuant to City Ordinance Nos. 2779 and 2780 and City Resolution Nos. 2003-039, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135, 2022-133, 2023-036, 2025-010, and any subsequent City ordinances and resolutions lawfully adopted by the City Council to update or modify such development impact fees.

"DIF Credit" means credits earned against the payment of DIFs pursuant to this Agreement.

"DIF Obligation" means the amount of Developer's total obligation for Development Impact Fees in either the Regional or Local Adjacent portion of a DIF category for the Property. Developer's DIF Obligation amounts for each DIF Category shall be as provided in Exhibit 4.

"DIF Program" means the Development Impact Fee Program and the capital improvement projects and public infrastructure identified in the Development Impact Fee Program, adopted and amended by the City from time to time.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Eligible Cost" means the substantiated cost of an Improvement to be used in calculating DIF Credit amounts, which costs may include: (i) the costs for the construction (including grading) of such Improvement, (ii) costs directly related to the construction and/or acquisition of the Improvement, such as costs of payment, performance and/or maintenance bonds, the professional costs of material testing, and insurance costs (including costs of any title insurance required); (iii) the cost of acquiring any real property or interest therein in order to construct or operate the Improvement, (iv) the fees paid to the City and any other governmental agencies for, and all other costs incurred in connection with, obtaining permits, licenses or other governmental approvals for such Improvement, (v) the costs incurred in preparing Bid Documents and the related costs of geotechnical and environmental evaluations of the Improvement, (vi) costs of

construction and project management, administration and supervision (but only up to five percent (5%) of the costs described in clause (i) above) incurred for the construction of such Improvement, (vii) professional costs associated with such Improvement, such as design, engineering, accounting, inspection, construction staking, and similar professional services including legal services related to the review of construction contracts. The maximum amount of Eligible Costs described in clauses (v) through (vii) shall be limited to a total of fifteen percent (15%) of the costs described in clause (i). Costs prior to the effective date of the agreement shall be eligible so long as the costs are approved by the City as they are DIF Project related according to the exhibits in the agreement.

"Improvement" or "Improvements" means the public improvements required to support the development of the Property as described in Exhibit 3 to the extent required by the applicable conditions of approval.

"Program Cost" or "DIF Program Cost" means the estimated cost of an Improvement identified in the "Nexus Study" referenced in City Resolution No. 2003-039 as it may be modified, supplemented or superseded from time to time. The Program Cost to be applied shall be the Program Cost in effect at the time the DIF Credit Request is submitted to the City.

"Usable" shall mean that, with respect to any particular Improvement, the Improvement is actually usable for its intended purposes, and includes, for water Improvements connection to the applicable water supply, for sewer Improvements connection to an applicable disposal system, and for recycled water Improvements connection to a treated water supply and distribution system. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of whether that Improvement is "Usable" shall be made only with respect to that Improvement and not with respect to the larger work of improvement of which it is a portion.

2. Construction and Funding of Improvements by Developer. Developer shall commence the Improvements in accordance with the terms of the Development Agreement and individual Parcel Map, including any extension thereof. Upon commencement of the Improvement(s), Developer agrees to proceed expeditiously with the construction of the Improvement(s) under the terms herein. For the purposes of this Agreement, commencement of the Improvements shall mean when Developer receives the first permit from City for grading of the Property. If Developer is unable or unwilling to proceed with, and Complete, the construction of the Improvement(s) for any reason, and subject to the provisions in Section 17 below, Developer shall be considered to be in default of this Agreement. City and Developer agree that Developer shall award, or cause to be awarded, all contracts for the construction of the Improvements and that this Agreement as necessary to assure the timely and satisfactory Completion of such Improvements. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and

care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall not be relieved of its obligation to construct the Improvements and cause title to the Improvements to be conveyed to the City even if the DIF Credit Amount is less than the actual cost of the Improvements.

3. Inspection and Acceptance of Completed Improvement by City. City shall make or shall cause to be made periodic site inspections of Developer's construction work. The Acceptance Date for each Improvement constructed by Developer shall occur no later than twenty (20) Days following the last to occur of the following:

(a) the City Engineer's determination that the Improvement is Complete;

(b) the City Manager's determination that Acceptable Title with respect to the Improvement is available for acceptance;

(c) Developer's provision of one (1) set of "as-built" or record drawings or plans for the Improvement, certified and reflecting the condition of the Improvement as constructed; and

(d) Developer's provision of such evidence or proof as the City Manager shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvement have been paid and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Alternatively, rather than await the expiration of the time for the recording of claims of liens, Developer may elect to provide a title insurance policy or other security acceptable to the City Manager guaranteeing that no such claims of liens will be recorded or become a lien upon any of the real property required for the Improvement.

4. Conveyance of Acceptable Title to City. Acceptable Title to all property on, in or over which, the Improvement will be located, shall, prior to and as a condition precedent to the City's acceptance of any Improvement, be conveyed to City by way of an irrevocable offer of dedication of such property on the Parcel Map or by a separate recorded instrument, and such conveyance of interest has been approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Improvement. Developer agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of Acceptable Title shall be evidenced by recordation of the acceptance thereof by the City Manager or his designee.

5. Maintenance and Warranties to be provided to City. Developer shall maintain the Improvement in good and safe condition until the Acceptance Date of the Improvement. Prior to the Acceptance Date, Developer shall, at its sole cost and expense, be responsible for performing any required maintenance on the Improvement. On or before the Acceptance Date of the Improvement, Developer shall assign to the City all of Developer's rights in any warranties, guarantees, maintenance obligations or other

evidence of contingent obligations of third persons with respect to such Improvement. After the Acceptance Date, City shall be solely responsible for maintenance of the Improvement. With respect to the Improvement, Developer shall warrant that the Improvement is free from defects in materials and construction defects (and shall correct or cause to be corrected any such defects at Developer's expense) for a period of one year from the Acceptance Date thereof (the "Warranty Period") and Developer shall provide a bond reasonably acceptable in form and substance to the City for such period and such purpose to insure that such defects that appear within said period will be repaired, replaced or corrected by Developer, at its own cost and expense, to the reasonable satisfaction of the City Manager. During the Warranty Period, Developer shall continue to repair, replace or correct any such defects within thirty (30) Days after written notice thereof by the City Manager to Developer, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Improvement shall be delivered to the City Manager, in writing, as part of the transfer of title.

6. Issuance of DIF Credit to Developer. Developer shall receive DIF Credits based upon the verified Eligible Costs of the Improvement (or accepted portion of the Improvement). Issued DIF Credits shall specify the DIF Credit infrastructure category and whether the DIF Credit is for construction of a Regional or Local Adjacent DIF Program Improvement.

7. Limitations on the Issuance of DIF Credit to Developer upon Completion of an Improvement. The amount of DIF Credit to be issued by City shall be limited to the amount of the DIF Program Costs for the Improvement (or accepted portion of the Improvement). The DIF Program Costs identified in the City's DIF Program shall be subject to change, from time to time, as part of the continuing update of the City's DIF Program. The DIF Program Costs for the Improvement (or accepted portion of the Improvement) shall be those in effect at the time the DIF Credit Request is submitted to the City.

(a) To the extent that Developer incurred costs for the design of the Improvements, Developer agrees that the DIF Credit, up to ten percent (10%) of DIF Program Costs, for such design cost portion of the Improvements shall be issued to the Developer.

(b) The DIF Credit that the Developer will receive upon Completion of the Improvements may be exchanged for a refund of DIF that was paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

8. Issuance of a DIF Credit Certificate. When an Improvement is Complete, Developer shall submit a DIF Credit Request to City with all supporting documentation evidencing the total actual Eligible Costs of the Improvement at the time of submittal. The City Manager or designee shall determine the completeness of the DIF Credit Request and notify Developer of whether the DIF Credit Request is considered complete or if additional information is needed from Developer. Once the DIF Credit Request is considered complete, the City Manager or designee shall use his or her best efforts to

determine the total actual Eligible Costs of the Improvements and provide Developer with a Certificate of DIF Credit within twenty (20) Days following receipt of the completed DIF Credit Request.

9. DIF Program Modifications. The estimated cost in the City's DIF Program for DIF Improvements (or defined portions of DIF Improvements) as listed in Exhibit 4 and Developer's total DIF Obligation amount may be modified from time to time based on modifications to the City's DIF Program.

10. Assignment of DIF Credits. Developer shall have the right to transfer or assign DIF Credits provided for herein, to any person, partnership, limited liability company, joint venture, firm or corporation; provided, however, that any such sale, transfer or assignment shall only be made in strict compliance with the following:

(a) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, Developer (i) shall notify the City Manager, in writing, of such sale, transfer or assignment and (ii) shall provide the City with an executed agreement, by purchaser, transferee or assignee that identifies the amount of DIF Credits transferred.

(b) Except for the limited assignment above of DIF Credits, any assignment by Developer of any of the obligations of Developer under this Agreement (a "DIF Improvement Assignment") with regards to the Improvements listed in Exhibit 4, shall identify the Improvements that are the subject of the Assignment Agreement and require the written approval of the City Manager, which approval shall not be unreasonably withheld so long as adequate security as determined by City in its sole discretion, is in place to secure the Completion of the subject Improvements and any DIF Improvement Assignment not made in strict compliance with the foregoing conditions (other than a transfer under Section 19 below) shall, unless such obligations are performed by Developer when required by this Agreement notwithstanding such assignment, constitute a default by Developer and City shall have no further obligations with regard to acceptance of Certificates of DIF Credit issued to Developer, including any DIF Credit assigned or transferred by Developer.

(c) If Developer enters into a DIF Improvement Assignment with a successor in interest with respect to all or a part of the Property (a "Successor Developer") in accordance with Section 10(b) and the Successor Developer obtains DIF Credit pursuant to this Agreement upon its completion of the Improvements identified in the DIF Improvement Assignment, then

(i) such Successor Developer shall have the right to sell, transfer or assign to Developer, and Developer shall have the right to acquire from such Successor Developer, all or a portion of such DIF Credit by complying only with Section 10(b) above, and

(ii) Developer shall have the right to sell, transfer or assign all or a portion of such DIF Credit to other Successor Developers who acquire other portions of

the Property by complying only with Section 10(b) above, if the sale, transfer or assignment of such DIF Credit occurs concurrently with the conveyance of another portion of the Property to the other Successor Developer.

11. Additional Documents/Actions. The City Manager is authorized to approve and execute any documents and to take any actions necessary to effectuate the purposes of this Agreement.

12. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. This Agreement and that certain Memorandum of Agreement Regarding Development Impact Fee Credits ("MOA") recorded concurrently herewith, are companion documents and are intended to be interpreted together. The MOA supplements this Agreement with respect to, among other things, the timing and methodology for monetization of certain DIF Credits.

13. Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq. (as amended by Stats 2001 ch. 938 § 2 (S.B. 975)), and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq. (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Bid Documents and each Developer's Contract shall require all contractors for the construction of Improvements to pay prevailing wages in accordance with the applicable provisions of the Labor Code. Developer 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 Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its officials, officers, employees, agents, contractors 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.

14. Default and Force Majeure.

(a) Default. Failure or delay by Developer or City to perform any of its obligations under this Agreement constitutes a default by such party under this Agreement. The party alleged to be in default shall have thirty (30) days after the date of the written notice by the other party to commence to cure such default. The party alleged to be in default shall diligently pursue such cure to completion within thirty (30) days or a reasonable timeframe if such default cannot be reasonably cured within thirty (30) days, as established in the written notice provided by the party asserting the default. If the party alleged to be in default has not cured its default within the cure period set forth therein, the defaulting party shall be deemed in breach. Any failure or delay in giving such notice or in asserting any rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the party not in default of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any of its rights or remedies. If any default by Developer is not cured within the time period provided by the City, City shall be entitled

to terminate this Agreement in its entirety and thereafter, the City shall be under no obligation to perform any of City's obligations hereunder, including, but not limited to, the issuance of DIF Credits that Developer may claim.

(b) Force Majeure. Notwithstanding the provisions contained in the foregoing paragraph, performance by either party hereunder shall not be deemed to be in default where delay or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine restrictions, freight embargoes, public transportation stoppage, governmental restrictions or priority, litigation brought by a third party, unusually severe weather, reasonably unforeseeable property conditions, acts of the other party, acts or failure to act of the other party or any other public or governmental agency or entity, or any causes beyond the control or without the failure of the party claiming an extension of time to perform (a “Force Majeure Event”). An extension of time for any such cause (an "Excusable Delay") shall be for the time period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause or from the date of the notice if provided after such thirty-day period. Notwithstanding the foregoing, none of the foregoing events shall constitute an Excusable Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming an Excusable Delay shall make a good faith effort to deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by City and Developer. The Parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them (unless such conditions were caused by a Force Majeure Event) that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement are not Force Majeure Events and do not provide any Party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking that may arise under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not a Force Majeure Event and does not excuse the performance by such Party of its obligations under this Agreement. Without limiting the nature of the foregoing, the parties agree that the inability of Developer to obtain a satisfactory commitment from a construction lender for the improvement of the Property or to satisfy any other condition of this Agreement relating to the development of the Property shall not be deemed to be a Force Majeure Event or otherwise provide grounds for the assertion of the existence of a delay under this Section 14.

15. Licenses and Permits. The Developer shall secure (or shall cause to be secured) any and all permits that may be required by the City or any other governmental agency affected by the construction of the Improvements. The Developer shall be

responsible for paying all applicable fees and charges to the City to obtain any land use entitlements and permits that are necessary to construct the Improvements.

16. Indemnification. The Developer agrees to protect, indemnify, defend and hold the City, and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (collectively "Damages") that the City, or its respective officers, employees and agents, or any combination thereof, may suffer or that may be sought against or recovered or obtained from the City, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder; or (c) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the Improvements. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from the Developer. Notwithstanding the foregoing, neither the City nor its respective officers, employees, or agents shall be indemnified, defended or held harmless against such Damages to the extent that such Damages have been caused by their sole active negligence or sole willful misconduct. The parties acknowledge and agree that the Developer shall be released from the indemnity, defense and hold harmless obligations set forth herein upon the acceptance of the Improvements by the City and completion of the Warranty Period for such Improvements.

17. Developer as a Private Developer. In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer. Accordingly, this Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds or any other costs incurred in connection with the Project. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. Other Obligations. Nothing contained herein shall be construed as affecting the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the design, acquisition, construction and installation of the

Improvements. This Agreement is not, and shall not be construed as, a statutory development agreement as authorized by Government Code sections 65864 et seq., and this Agreement shall not be interpreted as limiting the authority of the City to adopt and amend regulations concerning permitted uses of property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for the reservation or dedication of land or the payment of impact fees for public purposes.

19. Binding on Successors and Assigns. Except as set forth in Section 10 or Section 23 hereof, neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted and accepted assigns, and successors-in-interest of the parties hereto.

20. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

21. Waivers. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

22. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

23. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, at Developer'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. Developer shall have the right to encumber and assign its rights and interests hereunder to the lenders providing such financing as security for such financing without the consent of the City and without complying with Section 10 hereof. 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 Developer 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. A 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 or deed of trust 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 Developer in the performance of Developer'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 Developer under the terms of this Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days following the sending of the notice of default to Developer. 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 Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer 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 10 of this Agreement.

24. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to DEVELOPER:

Euclid Land Venture, LLC
c/o Real Estate Development Associates, LLC
4450 MacArthur Boulevard, Suite 100
Newport Beach, CA 92660
Attn: Jason Krotts

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

With a copy to (legal counsel, if applicable):

Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Eighth Floor
Irvine, CA 92614
Attn: Matthew R. Fogt. Esq.
Email: mfogt@allenmatkins.com
Phone: (949)851-5453

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

25. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

27. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

28. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

30. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Description of Improvements
Exhibit 4 – Estimated Costs of Improvements
Exhibit 5 – Certificate of DIF Credit
Exhibit 6 – DIF Credit Request
Exhibit 7 – Form of Assignment, Sale, or Transfer of DIF Credit

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO, a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

“DEVELOPER”

Euclid Land Venture, LLC

a Delaware limited liability company

Dated: _____ By: _____

Name: _____

Its: _____

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

STATE OF CALIFORNIA
COUNTY OF _____

On this ___ day of _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____ (Seal)

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

STATE OF CALIFORNIA
COUNTY OF _____

On this ___ day of _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____ (Seal)

Exhibit 1

Legal Description of Property
Parcel Map 20016

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 16, 17, 18, 19, 20, 21, 34, 35 AND 36 IN SECTION 19, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP OF SUBDIVISION OF PART OF THE RANCHO SANTA ANA DEL CHINO, RECORDED IN BOOK 6 OF MAPS, PAGE 15, RECORDS OF SAID COUNTY.

APNs: 1054-011-01, 1054-011-02, 1054-011-04, 1054-021-01, 1054-021-02, 1054-271-01, 1054-271-02, 1054-271-03, 1054-281-01, 1054-281-02 and 1054-281-03

Exhibit 2

Map of Property
Parcel Map 20016

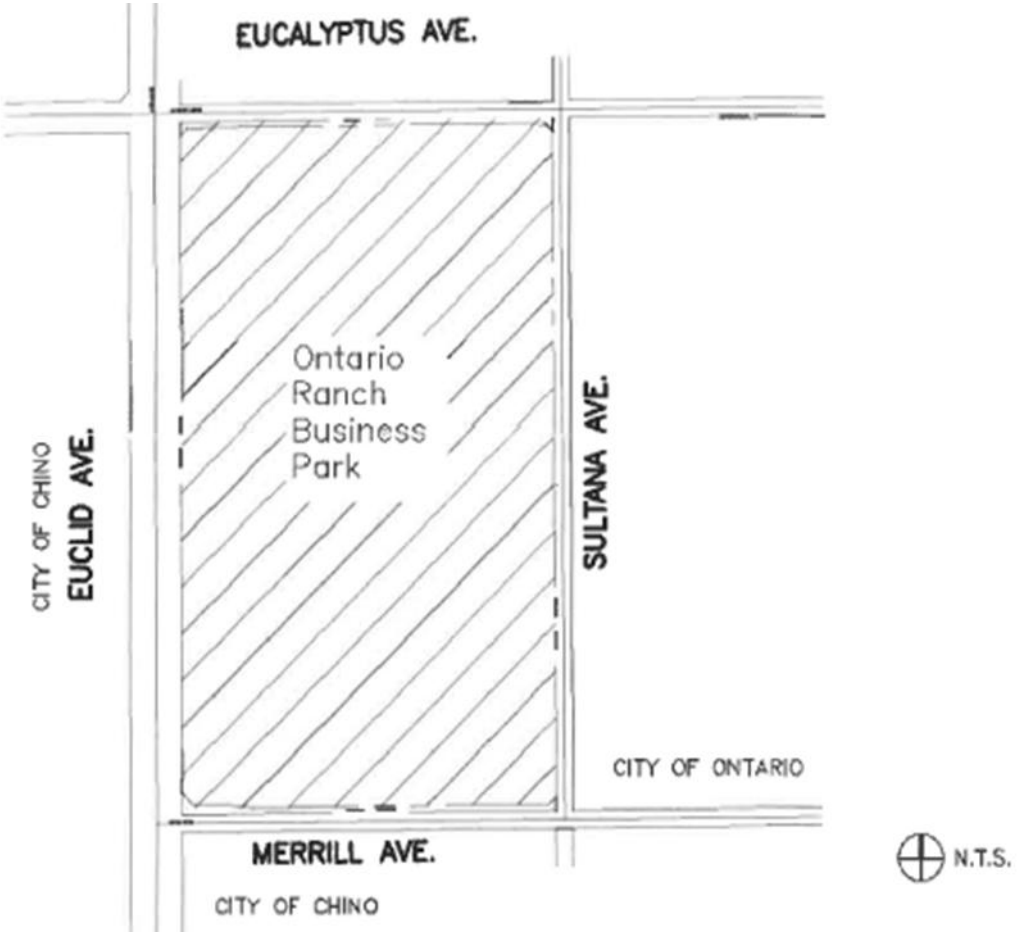


Exhibit 3

Description of Improvements

DIF Eligible Facilities: The DIF Eligible Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Agreement only if such Segment was constructed by or on behalf of the Developer.

Local Adjacent Water and Recycled Water Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16"DW Waterline in Merrill Avenue - Euclid to Grove	7,150
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" DW Waterline in Eucalyptus Avenue - Euclid to Grove	7,250
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" DW Waterline in Euclid Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	12" DW Waterline in Campus Avenue- Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	*12" DW Waterline in Grove Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Water	WT-016	Recycled Water Systems	*12" PVC Carpenter RW - Eucalyptus through Merrill	2,400
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Water	WT-016	Recycled Water Systems	*8" PVC Grove RW - Eucalyptus through Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water System	8" RW Waterline in Merrill Avenue - Euclid to Grove	7,200
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water System	8" RW Waterline in Eucalyptus Avenue - Bon View to Grove	2,800
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water System	8" RW Waterline in Euclid Avenue - Eucalyptus to Merrill	2,700

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Exhibit 3 - Continued

Description of Improvements

Local Adjacent Sewer System Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	SW-011	Euclid Truck Sewer	20" Sewer in Euclid Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	*SW-054	Sultana Trunk Sewer	16" Sewer in Sultana Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	*SW-055	Campus Trunk Sewer	16" Sewer in Campus Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	SW-010	Bon View Trunk Sewer	16" Sewer in Bon View Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	SW-009	Grove Trunk Sewer	*20" Sewer in Grove Avenue - Eucalyptus to Merrill	2,700

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Regional Sewer System Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Regional Sewer	SW-002	Western Trunk Sewer	36" Sewer in Merrill Avenue - Euclid to Grove	6,900
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Regional Sewer	SW-002	Western Trunk Sewer	*36" Sewer in Euclid Avenue - Merrill to Kimball	5,600

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Exhibit 3 - Continued

Description of Improvements (Continued)

Local Adjacent Storm Drain Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-005	Merrill Avenue - Euclid to Bon View	Merrill Avenue - Euclid to Bon View	4,300
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-008	Euclid Avenue Laterals	Eucalyptus Avenue - Euclid to Sultana EULD-XIV-2: 66", 1080' EULD-XIV-2: 90", 580'	N/A
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-001	Euclid Avenue, Riverside to Merrill	Euclid Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-006	Campus Avenue, 920' N/O Eucalyptus to Merrill	Campus Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-007	Bon View, 1,320' N/O Chino to Merrill	Bon View Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-002	Grove Avenue, Grove Basin to Merrill	*Grove Avenue - Eucalyptus to Merrill	2,700

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Regional Storm Drain Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Regional Storm Drain	SD-050	Offsite Euclid Avenue Storm Drain	Euclid Avenue - South of Merrill	650

Exhibit 3 - Continued

Description of Improvements

Local Adjacent Streets and Bridge Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-015	Merrill Avenue from Euclid to Archibald	Merrill Avenue - North Half Only Euclid to Grove	6,864
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-011	Eucalyptus Avenue from Euclid to Milliken	Eucalyptus Avenue - Full half, south side, Euclid to Grove	6,864
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-012	Euclid Avenue from Riverside to Merrill	Euclid Avenue - Full half, east side, Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-004	Campus Avenue from Riverside to Merrill	Campus Avenue - Full half, west side, Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-013	Grove Avenue from Riverside to Merrill	*Grove Avenue - Full half, west side, Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Euclid at Merrill (Modification)	Full Intersection Improvements
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Euclid at Eucalyptus (Modification)	Full Intersection Improvements
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Merrill at Sultana	Full Intersection Improvements
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Campus at Merrill	Full Intersection Improvements
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Campus at Eucalyptus	Full Intersection Improvements
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	*Traffic Signal - Merrill at Grove	Full Intersection Improvements
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	*Traffic Signal - Eucalyptus at Grove	Full Intersection Improvements

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Exhibit 3 - Continued

Description of Improvements

Local Adjacent Fiber					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Merrill Avenue - Euclid to Campus	2,800
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Merrill Avenue - Bon View to Grove	2,600
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Eucalyptus Avenue - Euclid to Campus	2,800
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Eucalyptus Avenue - Bon View to Grove	2,600
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Euclid Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Sultana Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Campus Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Bon View Avenue - Eucalyptus to Merrill	2,700
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	*Fiber Optic Grove Avenue - Eucalyptus to Merrill	2,700

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Exhibit 4

Estimated Costs of Improvements

Local Adjacent Water and Recycled Water Facilities								
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16"DW Waterline in Merrill Avenue - Euclid to Grove	7,150	81,226,165	4.50%	3,657,654
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" DW Waterline in Eucalyptus Avenue - Euclid to Grove	7,250	81,226,165	5.24%	4,256,792
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" DW Waterline in Euclid Avenue - Eucalyptus to Merrill	2,700	81,226,165	2.62%	2,130,950
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	12" DW Waterline in Campus Avenue- Eucalyptus to Merrill	2,700	81,226,165	2.22%	1,802,140
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	"12" DW Waterline in Grove Avenue - Eucalyptus to Merrill	2,700	81,226,165	2.04%	1,657,449
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Water	WT-016	Recycled Water Systems	"12" PVC Carpenter RW - Eucalyptus through Merrill	2,400	137,612,533	0.44%	611,000
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Water	WT-016	Recycled Water Systems	"8" PVC Grove RW - Eucalyptus through Merrill	2,700	137,612,533	0.83%	1,136,511
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water System	8" RW Waterline in Merrill Avenue - Euclid to Grove	7,200	137,612,533	1.15%	1,576,115
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water System	8" RW Waterline in Eucalyptus Avenue - Bon View to Grove	2,800	137,612,533	0.96%	1,314,654
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water System	8" RW Waterline in Euclid Avenue - Eucalyptus to Merrill	2,700	137,612,533	0.60%	818,951
							SUBTOTAL:	$ 18,962,215

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Exhibit 4 - Continued

Estimated Costs of Improvements

Local Adjacent Sewer System Facilities								
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	SW-011	Euclid Truck Sewer	20" Sewer in Euclid Avenue - Eucalyptus to Merrill	2,700	8,484,996	51.10%	4,336,018
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	*SW-054	Sultana Trunk Sewer	16" Sewer in Sultana Avenue - Eucalyptus to Merrill	2,700	5,106,446	68.66%	3,505,878
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	*SW-055	Campus Trunk Sewer	16" Sewer in Campus Avenue - Eucalyptus to Merrill	2,700	5,106,446	60.11%	3,069,509
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	SW-010	Bon View Trunk Sewer	16" Sewer in Bon View Avenue - Eucalyptus to Merrill	2,700	8,592,839	51.19%	4,398,540
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Sewer	SW-009	Grove Trunk Sewer	*20" Sewer in Grove Avenue - Eucalyptus to Merrill	2,700	11,358,530	38.05%	4,321,730
							SUBTOTAL:	$ 19,631,675

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Regional Sewer System Facilities								
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Regional Sewer	SW-002	Western Trunk Sewer	36" Sewer in Merrill Avenue - Euclid to Grove	6,900	44,269,343	20.63%	9,131,239
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Regional Sewer	SW-002	Western Trunk Sewer	*36" Sewer in Euclid Avenue - Merrill to Kimball	5,600	44,269,343	20.87%	9,239,620
							SUBTOTAL:	$ 18,370,859

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Exhibit 4 - Continued

Estimated Costs of Improvements

Local Adjacent Storm Drain Facilities								
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-005	Merrill Avenue - Euclid to Bon View	Merrill Avenue - Euclid to Bon View	4,300	12,896,053	100.00%	12,896,054
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-008	Euclid Avenue Laterals	Eucalyptus Avenue - Euclid to Sultana EULD-XIV-2: 66", 1080' EULD-XIV-2: 90", 580'	N/A	9,190,530	31.07%	2,855,631
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-001	Euclid Avenue, Riverside to Merrill	Euclid Avenue - Eucalyptus to Merrill	2,700	13,925,804	59.98%	8,353,218
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-006	Campus Avenue, 920' N/O Eucalyptus to Merrill	Campus Avenue - Eucalyptus to Merrill	2,700	2,852,243	86.36%	2,463,201
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-007	Bon View, 1,320' N/O Chino to Merrill	Bon View Avenue - Eucalyptus to Merrill	2,700	13,683,520	33.80%	4,625,140
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Storm Drain	SD-002	Grove Avenue, Grove Basin to Merrill	*Grove Avenue - Eucalyptus to Merrill	2,700	21,576,871	40.32%	8,699,399
							SUBTOTAL:	$ 39,892,642

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Regional Storm Drain Facilities								
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Regional Storm Drain	SD-050	Offsite Euclid Avenue Storm Drain	Euclid Avenue - South of Merrill	650	27,948,129	14.74%	4,118,576
							SUBTOTAL:	$ 4,118,576

Exhibit 4 - Continued

Estimated Costs of Improvements

Local Adjacent Streets and Bridge Facilities								
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-015	Merrill Avenue from Euclid to Archibald	Merrill Avenue - North Half Only Euclid to Grove	6,864	26,158,070	57.74%	15,104,781
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-011	Eucalyptus Avenue from Euclid to Milliken	Eucalyptus Avenue - Full half, south side, Euclid to Grove	6,864	17,993,932	46.90%	8,439,006
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-012	Euclid Avenue from Riverside to Merrill	Euclid Avenue - Full half, east side, Eucalyptus to Merrill	2,700	22,228,219	54.01%	12,005,417
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-004	Campus Avenue from Riverside to Merrill	Campus Avenue - Full half, west side, Eucalyptus to Merrill	2,700	7,895,318	44.28%	3,496,169
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-013	Grove Avenue from Riverside to Merrill	*Grove Avenue - Full half, west side, Eucalyptus to Merrill	2,700	13,484,813	23.96%	3,230,874
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Euclid at Merrill (Modification)	Full Intersection Improvements	31,665,628	2.14%	677,162
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Euclid at Eucalyptus (Modification)	Full Intersection Improvements	31,665,628	2.14%	677,162
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Merrill at Sultana	Full Intersection Improvements	31,665,628	2.14%	677,162
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Campus at Merrill	Full Intersection Improvements	31,665,628	2.14%	677,162
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	Traffic Signal - Campus at Eucalyptus	Full Intersection Improvements	31,665,628	2.14%	677,162
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	*Traffic Signal - Merrill at Grove	Full Intersection Improvements	31,665,628	2.14%	677,162
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System (P)	*Traffic Signal - Eucalyptus at Grove	Full Intersection Improvements	31,665,628	2.14%	677,162
							SUBTOTAL:	$ 47,016,384

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

Exhibit 4 - Continued

Estimated Costs of Improvements

Local Adjacent Fiber								
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Merrill Avenue - Euclid to Campus	2,800	16,914,691	0.89%	151,309
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Merrill Avenue - Bon View to Grove	2,600	16,914,691	0.83%	140,502
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Eucalyptus Avenue - Euclid to Campus	2,800	16,914,691	0.55%	92,797
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Eucalyptus Avenue - Bon View to Grove	2,600	16,914,691	0.36%	61,092
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Euclid Avenue - Eucalyptus to Merrill	2,700	16,914,691	0.66%	112,024
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Sultana Avenue - Eucalyptus to Merrill	2,700	16,914,691	0.66%	112,024
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Campus Avenue - Eucalyptus to Merrill	2,700	16,914,691	0.39%	65,979
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	Fiber Optic Bon View Avenue - Eucalyptus to Merrill	2,700	16,914,691	0.72%	122,184
PM 20016 (ELV), PM 20517 (ELV 2) & PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit System	*Fiber Optic Grove Avenue - Eucalyptus to Merrill	2,700	16,914,691	0.72%	122,184
							SUBTOTAL:	$ 980,095

*** 100% of the cost share segment will be submitted by Prologis for the segment full cost in each DIF Credit Request. The allocation is predetermined by the amounts in the Exhibit 4 of Prologis DIF Agreement No. DIF22-002.**

TOTAL:	$ 148,972,447

Exhibit 5

Certificate of DIF Credit

Pursuant to Section 6 of the Development Impact Fee Credit Agreement for Facility Construction by and between the City of Ontario and _____ dated _____, 202_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Fee Credit Agreement" , the City of Ontario hereby certifies that Developer is entitled to the following amount and nature of DIF Credits:

Amount of Credit: $_____
Infrastructure Category of DIF: _____
Local Adjacent or Regional Category of DIF: _____

_____
Scott Ochoa, City Manager

Dated: _____

Exhibit 6

DIF Credit Request

The undersigned (the "Developer"), hereby requests DIF Credits in the DIF categories and amounts specified in Attachment 1 hereto. In connection with this Credit Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer or representative of the Developer, qualified to execute this Credit Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. All costs of the Improvements for which credit is requested hereby are Eligible Costs (as defined in the Fee Credit Agreement) and have not been inflated in any respect. The Eligible Costs for which credit is requested have not been the subject of any prior credit request submitted to the City.

3. Supporting documentation (such as the applicable Developer Contract, third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which credit is requested.

4. The Improvement for which credit is requested was constructed in accordance with the requirements of the Fee Credit Agreement.

5. Please issue a Certificate of DIF Credit to the Developer in the amount requested.

I declare under penalty of perjury that the above representations and warranties are true and connect.

DEVELOPER	CITY
[INSERT ENTITY]	Credit Request Approved
By: _____	By: _____
Authorized Representative of Developer	Scott Ochoa, City Manager
Date: _____	Date: _____

ATTACHMENT 1

SUMMARY OF IMPROVEMENTS AND REQUESTED DIF CREDITS

Improvement	Eligible Costs/Contract Amount	DIF Credit Requested

[List here all Improvements for
which credit is requested, and attach support documentation]

Exhibit 7

Form of Assignment, Sale, or Transfer of DIF Credit

From _____ to _____

This Sale or Transfer of DIF Credit ("DIF Credit Transfer") is entered into as of _____, 20__, between _____, a _____ _____"Transferor")
and_____ ("Transferee").

A. Transferor is doing business in the City of Ontario.

B. Pursuant to that certain Certificate of DIF Credit (the "Certificate") issued by the City of Ontario to _____, dated _____, an amount of DIF Credit was made available to the Transferor for use in the City. A copy of the DIF Credit Certificate is issued to _____ by CITY is attached hereto and incorporated herein as Exhibit "C-2".

C. Transferee is owner of real property within the City of Ontario and further described as Parcel Map or Tract Map No. _____ . (or other description of the property).

D. Pursuant to the terms of this DIF Credit Assignment, Transferee desires to receive from the Transferor, a share of the DIF Credit issued to Transferor doing business in the City.

For good, valuable and sufficient consideration received, the receipt of which is hereby acknowledged, the Transferor and Transferee hereby agree as follows:

1. TRANSFER

The Transferor hereby assigns, transfers and conveys to Transferee the DIF Credit of:

DIF Credit Category	DIF Credit Amount
_____	_____

2. ACCEPTANCE

Transferee hereby accepts and assumes DIF Credit as listed above. Transferee and CITY shall track DIF Credit as it is redeemed, and the remaining balance to be used, by completing, dating and initialing Exhibit "D-3" attached hereto and incorporated herein. The original Exhibit "C-2" shall not be removed from this Transfer Agreement.

3. EFFECTIVE DATE.

This Transfer Agreement shall become effective as of the date first above written.

4. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES.

The Transferor makes the following representations and warranties, which representations and warranties shall survive this DIF Credit Transfer:

The Transferor has the full power and authority to enter into this DIF Credit Transfer.

The execution, delivery and performance of this DIF Credit Transfer will not result in any violation or default under its organizational documents or any instruments to which the Transferor is a party.

From and after the date of this DIF Credit Transfer, the Transferor shall have no further rights, title or interest in or to the DIF Credit.

5. TRANSFEREE'S REPRESENTATION AND WARRANTIES.

Transferee makes the following representations and warranties, which representations and warranties shall survive this Transfer:

Transferee is the owner of Parcel Map or Tract Map No. _____ (or other property description) in the City of Ontario.

Transferee has the full power and authority to enter into this DIF Credit Transfer.

This DIF Credit Transfer, when executed, shall constitute a valid and legal obligation binding as to Transferee.

6. NOTICES.

All notices, consents, waivers and other communications under this DIF Credit Transfer must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties); (c) when received by the addresses as confirmed by a confirmation receipt, if sent by facsimile to the appropriate facsimile number designated below (or to such other facsimile number as the parties may designate by notice to the other parties).

If to the Transferor: Entity Name: _____
Address: _____

Attention: _____
Phone: _____
Email: _____

If to Transferee: Entity Name: _____
Address: _____

_____
Attention: _____
Phone: (___) _____
Email: _____

7. GENERAL PROVISIONS.

Severability. In the event that the application of any of the provisions of this DIF Credit Transfer are held to be unenforceable or invalid, the validity and enforceability of other applications of that provision and of the remaining provisions shall not be affected.

Counterparts. This DIF Credit Transfer may be executed in counterparts.

Entire Agreement. This DIF Credit Transfer contains the entire final understanding of and between the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this DIF Credit Transfer. There are no representations, agreements, arrangements or understandings, oral or written, between the parties that are not fully set forth herein.

Construction. Every covenant, term and provision of this DIF Credit Transfer shall be construed simply according to its fair meaning and not strictly for or against any party.

No Modifications. No supplement, modifications or amendment to this DIF Credit Transfer shall be binding unless executed in writing by both parties.

Further Assurances. The Transferor and Transferee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this DIF Credit Transfer.

No Third Party Beneficiaries. This DIF Credit Transfer Agreement is made and entered into for the sole protection and benefit of the parties hereto, the City of Ontario, and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this DIF Credit Transfer Agreement.

IN WITNESS WHEREOF, the Transferor and Transferee have duly executed this DIF Credit Transfer as of the date first written above.

TRANSFEROR:

Entity Name _____, a _____

By: _____

By: _____

TRANSFEREE:

Entity Name _____, a _____

By: _____

By: _____

(All Signatures must be notarized)

EXHIBIT “C-2” to Transfer of DIF Credit

(Certificate of DIF Credit)

(Original DIF Credit Certificate issued by City must be attached).

EXHIBIT "D-3" to Transfer of DIF Credit

Available DIF Credit Reconciliation

DIF Credit Category _____

Assigned to: _____

Date Assigned to: _____

Transferee: _____

Date Transferred: _____

Starting DIF Credit Balance	Amount Redeemed	Date	Remaining DIF Credit Balance	City's Initials	Transferee's Initials

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS

By and Between

City of Ontario
a California municipal corporation

and

Euclid Land Venture, LLC
a Delaware limited liability company

_____, 2026

San Bernardino County, California

MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS

This MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS ("Agreement"), entered into this _____ day of _____, 2026, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and EUCLID LAND VENTURE, LLC, a Delaware limited liability company, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the Ontario Ranch Business Park Specific Plan ("Specific Plan") and Parcel Map No. 20016 (the "Parcel Map"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference (the "Property"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. As a condition of the development approvals for the Property, including the Specific Plan and Parcel Map approvals, Developer is required to construct those public improvements ("Improvements") as described in that certain Development Impact Fee Credit Agreement For Facility Construction by and between the City and Developer recorded concurrently herewith ("DIF Agreement").

C. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit ("DIF Credits") to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

D. City and Developer previously entered into a statutory development agreement (File No. PDA 19-001), pursuant to Section 65864, et seq., of the Government Code ("Development Agreement"). Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements and such Improvements are included in the City's Development Impact Fee (DIF) Program ("DIF Program") as a project, or a portion of a project and eligible for DIF Credits against DIF Fees.

E. Many of the Improvements required to be constructed by Developer are regional in nature and will benefit a much larger area beyond the Property, including, without limitation, areas within the broader Ontario Ranch area. The cost of these regional Improvements greatly exceeds both the DIF Fees Developer is required to pay

in conjunction with the development of the Property and/or the ability of Developer to use or timely monetize such DIF Credits under the City's current DIF Program.

F. Additionally, many of the Improvements constructed by Developer will benefit a 75-acre parcel owned by San Bernardino County bounded by Campus, Eucalyptus, Bon View, and Merrill ("County Site"). The County Site, which is not under the Developer's control, is significantly benefited by the infrastructure that Developer was required to install. The public infrastructure attributable to the County Site was a requirement under this and an adjacent Specific Plan. In order to avoid a disproportionate windfall to the County Site and given the substantial costs incurred by Developer that directly benefit the County Site, the City agrees, for Developer's benefit, to use DIF Fees paid in cash (and not in DIF Credits) to the City by the developer of the County Site ("County Site Developer") to monetize an equal amount of DIF Credits held by Developer for Improvements benefitting the County Site, provided such DIF Fees shall only be used to satisfy credits relating to DIF in the same category. For the avoidance of doubt, this means that DIF Fees paid for water can only be used to monetize DIF Credits for water.

G. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credits in accordance with the City's [Ontario Ranch] DIF Credit policies as contained in the City's DIF Program and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2019-135, 2022-133, 2023-036, and 2025-010 (and the City shall not favor other property owners with respect to the redemption of DIF Credits) in accordance with the monetization schedule described therein. The City shall issue DIF Credits to the maximum extent possible under the City's DIF Program.

H. Developer's DIF Credits will significantly exceed Developer's DIF obligations given the extraordinary Improvements that Developer built that benefits the larger Ontario Ranch Area. Developer's ability to monetize the DIF Credits under the existing DIF Program would otherwise take decades as such area develops. In recognition of the significant contribution by Developer to construct these regional Improvements, the City agrees to modify the DIF Program to accelerate the monetization of the DIF Credits for Storm Drainage, Sewer and Water Improvements constructed by Developer that benefit the portion of the Ontario Ranch that lies north of Eucalyptus Avenue earlier than currently allowed under the DIF Program. The DIF Credits subject to this acceleration are shown on Exhibit 3, attached hereto ("Monetized DIF Credits").

I. The exact modifications of the DIF Program to accommodate the accelerated monetization mentioned above are not yet final. Notwithstanding the current lack of certainty, the City agrees to modify its DIF Program to incorporate provisions to accelerate the monetization of the Monetized DIF Credits above and beyond what would otherwise be monetized under the current DIF Program by December 31, 2026 that will provide for the monetization of such Monetized DIF Credits on or before December 31, 2033.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Monetization. In recognition of the significant contribution by Developer to construct significant and costly regional infrastructure and the significant amount of unpaid DIF Credits in the larger system, the City agrees to modify its DIF Program by December 31, 2026. The modified DIF Program will provide for the monetization of such Monetized DIF Credits on or before December 31, 2033 above and beyond what would otherwise be monetized under the current DIF Program as follows: the accelerated monetization shall provide for fifty percent (50%) monetization based off of unaudited Developer requests, and any additional monetization will be based on the results of a City audit.

2. County Site DIF Credit Monetization. Within thirty (30) days of receipt by the City of DIF Fees paid by the County Site Developer in cash, and not through redeeming DIF Credits, the City shall monetize an equal number of DIF Credits held by Developer in the same category of DIF as the DIF Fees paid. For example, the City shall monetize DIF Credits for water from DIF Fees paid in cash for water by the County Site Developer. The City shall have no obligation to (a) monetize DIF Credits with DIF Fees paid by the County Site Developer with DIF Credits, or (b) monetize DIF Credits from DIF Fees paid relating to a DIF in a different DIF category.

3. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. This Agreement and the DIF Agreement are companion documents and shall be interpreted together. The DIF Credit Agreement controls credit eligibility and administration, and this Agreement controls timing and monetization.

4. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer. The City Manager is hereby authorized to enter into with Developer minor modifications of this Agreement that do not materially impact the purpose or intent of this Agreement.

5. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

6. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to DEVELOPER:
Euclid Land Venture, LLC
c/o Real Estate Development Associates, LLC
4450 MacArthur Boulevard, Suite 100
Newport Beach, CA 92660
Attn: Jason Krotts

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Eighth Floor
Irvine, CA 92614
Attn: Matthew R. Fogt, Esq.
Email: mfogt@allenmatkins.com
Phone: (949) 851-5453

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate confirmation, answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

7. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

9. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

10. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Monetized DIF Credits

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO, a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

"DEVELOPER"

EUCLID LAND VENTURE, LLC
a Delaware limited liability

Dated: _____ By: _____

Name: _____

Its: _____

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 1

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 16, 17, 18, 19, 20, 21, 34, 35 AND 36 IN SECTION 19, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP OF SUBDIVISION OF PART OF THE RANCHO SANTA ANA DEL CHINO, RECORDED IN BOOK 6 OF MAPS, PAGE 15, RECORDS OF SAID COUNTY.

APNs: 1054-011-01, 1054-011-02, 1054-011-04, 1054-021-01, 1054-021-02, 1054-271-01, 1054-271-02, 1054-271-03, 1054-281-01, 1054-281-02 and 1054-281-03

Exhibit 2

Map of Property

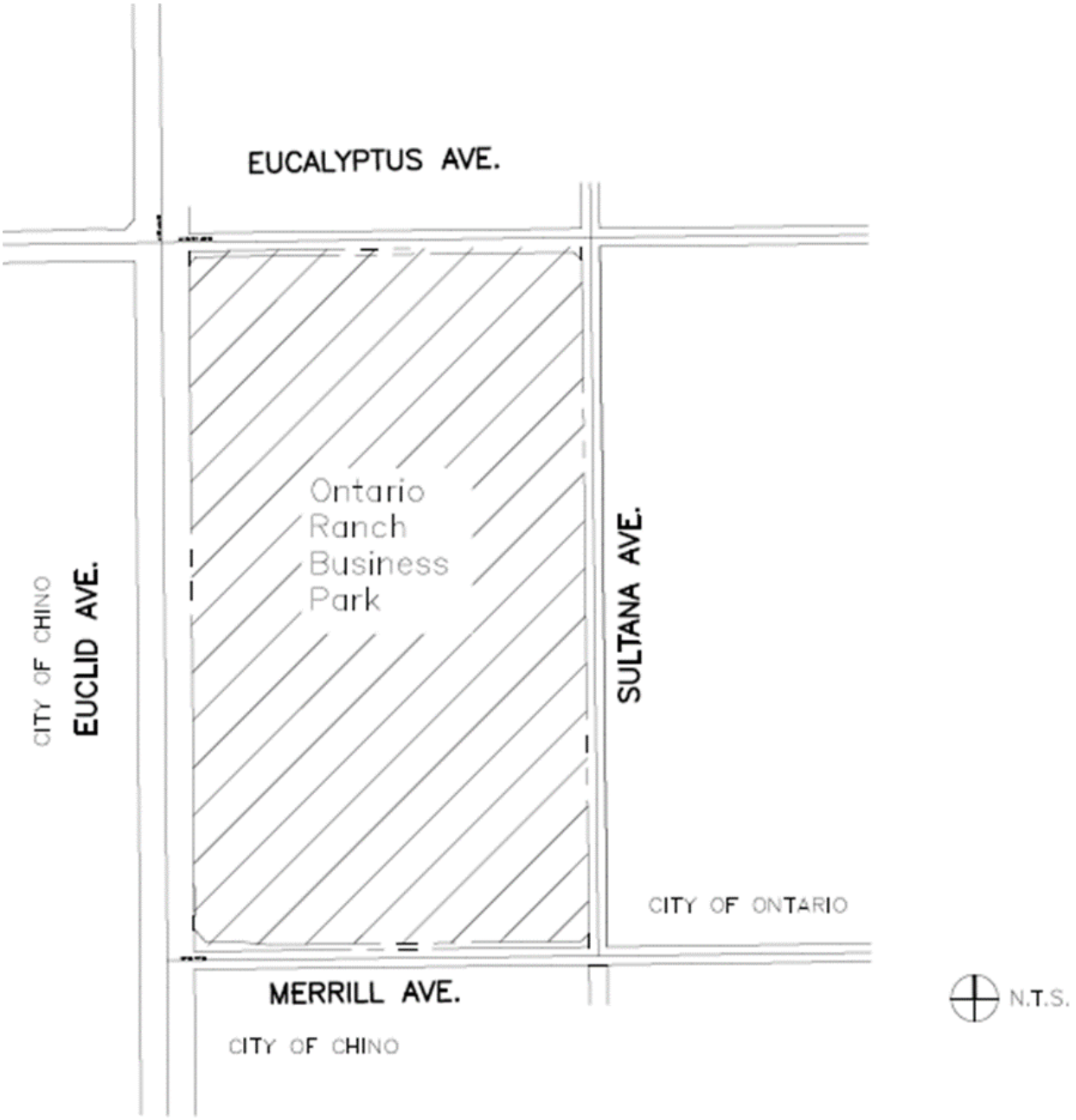


Exhibit 3

Monetized DIF Credits

PRELIMINARY ESTIMATE OF DEVELOPER'S DIF CREDITS AND DIF FEE OBLIGATIONS RELATING TO THE ACCELERATED MONETIZABLE DIF CREDITS

		Euclid Land Venture, LLC PDIF 21-001	Euclid Land Venture 2, LLC PDIF 26-002	Grove Land Venture, LLC PDIF26-003		
REGIONAL SEWER - ESTIMATED DIF CREDITS						
Euclid Avenue - Kimball Avenue to Merrill Avenue (cost share with Prologis) NOTE 1	SW-002	*4,619,810*	*4,619,810*	*4,619,810*		
Merrill Avenue Sewer - Euclid to Sultana only	SW-002	1,826,248				
Merrill Avenue Sewer - Euclid to Campus only	SW-002		3,652,496			
Merrill Avenue Sewer - Euclid to Grove	SW-002			9,131,239		
Total Estimated Regional DIF Credits (less Prologis		6,446,058	8,272,306	13,751,049	13,751,049	
ESTIMATED REGIONAL SEWER DIF FEES					Estimated Regional Sewer DIF Credits less estimated Regional Sewer DIF Fees paid	
Actual Regional Sewer DIF Fees paid for ELV		145,923				
Estimated Regional Sewer DIF Fees paid for ELV2			270,033			
Estimated Regional Sewer DIF Fees paid for GLV				620,476		
Total Estimated Regional DIF Fees		145,923	270,033	620,476	$	12,714,617
LOCAL ADJACENT SEWER - ESTIMATED DIF						
Euclid Trunk Sewer - 20" from Merrill to Eucalyptus	SW-011	4,336,018				
Sultana Trunk Sewer - 16" from Merrill to Eucalyptus	SW-054	3,505,878	3,505,878			
Campus Trunk Sewer - 16" from Merrill to Eucalyptus	SW-055		3,069,509			
Bon View Trunk Sewer - 16" from Merrill to Eucalyptus	SW-010			4,398,540		
Grove Trunk Sewer - 20" from Merrill to Eucalyptus (cost share with Prologis) NOTE 1	SW-009			*2,160,865*		
		7,841,896	6,575,387	6,559,405	$	17,470,810
ESTIMATED LOCAL ADJACENT SEWER DIF					Estimated Local Adjacent Sewer DIF Credits less estimated Local Adjacent Sewer DIF Fees paid	
Actual Local Adjacent Sewer DIF Fees paid for ELV		219,723				
Estimated Local Adjacent Sewer DIF Fees paid for ELV2			404,433			
Estimated Local Adjacent Sewer DIF Fees paid for GLV				672,716		
Total Estimated Local Adjacent DIF Fees		219,723	404,433	672,716	$	16,173,938
REGIONAL WATER - ESTIMATED DIF CREDITS						
Eucalyptus Avenue - Grove Avenue to Carpenter Avenue (Prologis)	WT-011	Prologis	Prologis	Prologis		
Grove Avenue - Eucalyptus Avenue to Chino Avenue (Phase 2A Water in lieu Fee)	WT-011	5,704,275	5,704,275	5,704,275		
Balance of Phase 2 Water System north of Chino Avenue (Phase 2B in lieu Fee)		waived	958,917	2,048,438		
Total Estimated Regional DIF Credits		5,704,275	6,663,192	7,752,713	8,711,630	
ESTIMATED REGIONAL WATER DIF FEES					Estimated Regional Water DIF Credits less actual Regional Water DIF Fees paid	
Actual Regional Water DIF Fees paid for ELV		2,569,581				
Estimated Regional Water DIF Fees paid for ELV2			2,948,165			
Estimated Regional Water DIF Fees paid for GLV				5,721,317		
Total Estimated Regional DIF Fees		2,569,581	2,948,165	5,721,317	$	(2,527,433)

Exhibit 3 - Continued

Monetized DIF Credits

PRELIMINARY ESTIMATE OF DEVELOPER'S DIF CREDITS AND DIF FEE OBLIGATIONS RELATING TO THE ACCELERATED MONETIZABLE DIF CREDITS

		Euclid Land Venture, LLC PDIF 21-001	Euclid Land Venture 2, LLC PDIF 26-002	Grove Land Venture, LLC PDIF26-003		
REGIONAL STORM DRAIN – ESTIMATED DIF CREDITS						
Euclid Avenue Storm Drainage – South of Merrill Avenue (in lieu Fee)	SD-050	2,446,191	2,880,450	4,012,190		
Transition Structure in Euclid Avenue south of Merrill Avenue (includes Debris Separation Baffle Boxes)	SD-050	4,118,576	4,118,576	4,118,576		
Total Estimated Regional DIF Credits		6,564,767	6,999,026	8,130,766	13,457,407	
ESTIMATED REGIONAL STORM DRAIN DIF					Estimated Regional Storm Drainage DIF Credits less actual Regional Storm Drainage DIF Fees paid	
Actual Regional Storm Drainage DIF Fees paid for ELV		807,507				
Estimated Regional Storm Drainage DIF Fees paid for			980,001			
Estimated Regional Storm Drainage DIF Fees paid for				1,309,530		
Total Estimated Regional DIF Credits		807,507	980,001	1,309,530	$	10,360,369
LOCAL ADJACENT STORM DRAIN –						
Merrill Avenue – 9.5' x 9.5', Euclid to Sultana only	SD-005	included below				
Merrill Avenue – 9.5' x 9.5', Euclid to Campus only	SD-005	included below	included below			
Merrill Avenue – 9.5' x 9.5', Euclid to Bon View	SD-005	included below	included below	12,896,054		
Eucalyptus Avenue – 90" SD, Euclid to Sultana	SD-008	2,855,631				
Euclid Avenue – 108" SD, Merrill to Eucalyptus	SD-001	8,353,218				
Campus Avenue – 60" SD, Merrill to Eucalyptus	SD-006		2,463,201			
Bon View Avenue – 102" SD, Merrill to Eucalyptus	SD-007			4,625,140		
Grove Avenue – 120" SD, Merrill to Eucalyptus (cost share with Prologis) NOTE 1	SD-002			*4,349,700*		
		11,208,849	2,463,201	21,870,894	35,542,944	
ESTIMATED LOCAL ADJACENT STORM DRAIN						
Actual Local Adjacent Storm Drainage DIF Fees paid for		2,422,359			Estimated Local Adjacent Storm Drainage DIF Credits less estimated Local Adjacent Storm Drainage DIF Fees paid	
Estimated Local Adjacent Storm Drainage DIF Fees paid for ELV2			2,286,692			
Estimated Local Adjacent Storm Drainage DIF Fees paid for GLV				4,715,687		
Total Estimated Local Adjacent DIF Credits		2,422,359	2,286,692	4,715,687	$	26,118,206
updated July 28, 2025						
DIF Credits from Storm Drainage, Water and Sewer Improvements benefitting property North of Eucalyptus				88,933,840		
Total Estimated DIF Fee Obligation				26,094,143		
Cost of Improvements in excess of Fee obligation					$	62,839,697
Monetized DIF Credits associated with this MOA					**$**	**31,419,800**

NOTE 1: Improvements constructed by Prologis. DIF Credits split 50/50 with ELV / ELV2 / GLV.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

File No. PDIF26-002

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

FOR FACILITY CONSTRUCTION

By and Between

City of Ontario
a California municipal corporation

and

Euclid Land Venture 2, LLC
a Delaware limited liability company

_____, 2026

San Bernardino County, California

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT FOR FACILITY CONSTRUCTION BY AND BETWEEN THE CITY OF ONTARIO AND FILE NO. PDIF26-002

This DEVELOPMENT IMPACT FEE CREDIT AGREEMENT ("DIF Credit Agreement"), entered into this _____ day of _____ 2026, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and EUCLID LAND VENTURE 2, LLC, a Delaware limited liability company, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the Ontario Ranch Business Park Specific Plan ("Specific Plan") and Parcel Map No. 20517 (the "Parcel Map"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference (the "Property"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. As a condition of the development approvals for the Property, including the Specific Plan and Parcel Map approvals, the Developer is required to construct those public improvements identified on Exhibit 3, consisting of certain master planned public infrastructure and improvements, (hereinafter referred to collectively as the "Improvements") The estimated costs for the design and construction of the Improvements are set forth in Exhibit 4. Both Exhibits 3 and 4 are attached hereto and incorporated herein by reference.

C. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

D. City and Developer previously entered into a statutory development agreement (File No. PDA 21-006), pursuant to Section 65864, et seq., of the Government Code ("Development Agreement"). Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements identified in Exhibit 3 and such Improvements are included in the City's Development Impact Fee (DIF) Program as a project, or a portion of a project and eligible for credits against DIF Fees.

E. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credit in accordance with the City's Ontario Ranch

DIF Credit policies as contained in the City's DIF Program and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135, 2022-133, and 2025-010.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the terms below shall be defined as follows:

"Acceptable Title" means title to land or an interest therein required for the operation of an Improvement, in form acceptable to the City Manager, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the City Manager as not materially interfering with the actual or intended use of the land or interest therein required for the operation of an Improvement. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute "Acceptable Title."

"Acceptance Date" means the earlier of (i) the date the City Manager or his or her designee takes final action, in writing, to accept dedication or transfer of an Improvement or (ii) the date determined pursuant to Section 3 below.

"Bid Documents" means all designs, bid documents, construction plans and specifications, system layout drawings and other construction documents and permits relating to an Improvement.

"Certificate of DIF Credit" means a City certificate for the issuance of DIF Credit to Developer in the form attached hereto as Exhibit 5.

"City DIF Program and Policies" means Ordinance Nos. 2779 and 2780 and Resolution Nos. 2003-39, 2003-070, 2019-135, 2022-133, 2023-036, and 2025-010, as may be amended from time to time.

"City Manager" means the City Manager of the City or his or her designee.

"City Engineer" means the City's City Engineer or his or her designee.

"Completed", "Complete" and "Completion" with respect to an Improvement means that such Improvement has been completed in accordance with its Bid Documents, including any final "punch list" items, as approved in writing by the City Engineer, which approval shall not be unreasonably withheld, and that such Improvement is Usable. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of "Completed" or

"Completion" with respect to that Improvement shall be made only as to that Improvement and not with respect to the larger work of improvement of which it is a portion.

"Credit Request" means a document, substantially in the form of Exhibit 6, to be used by Developer in requesting DIF Credits with respect to one or more Improvements.

"Days" shall mean business days unless otherwise stated.

"Developer Contract" means a contract between the Developer and a qualified contractor awarded for the construction of the Improvements at the direction of Developer.

"Development Agreement" has the meaning set forth in Recital D above.

"DIF" or "Development Impact Fees" or "DIF Fees" means the development impact fees imposed within the City pursuant to City Ordinance Nos. 2779 and 2780 and City Resolution Nos. 2003-039, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135, 2022-133, 2023-036, 2025-010, and any subsequent City ordinances and resolutions lawfully adopted by the City Council to update or modify such development impact fees.

"DIF Credit" means credits earned against the payment of DIFs pursuant to this Agreement.

"DIF Obligation" means the amount of Developer's total obligation for Development Impact Fees in either the Regional or Local Adjacent portion of a DIF category for the Property. Developer's DIF Obligation amounts for each DIF Category shall be as provided in Exhibit 4.

"DIF Program" means the Development Impact Fee Program and the capital improvement projects and public infrastructure identified in the Development Impact Fee Program, adopted and amended by the City from time to time.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Eligible Cost" means the substantiated cost of an Improvement to be used in calculating DIF Credit amounts, which costs may include: (i) the costs for the construction (including grading) of such Improvement, (ii) costs directly related to the construction and/or acquisition of the Improvement, such as costs of payment, performance and/or maintenance bonds, the professional costs of material testing, and insurance costs (including costs of any title insurance required); (iii) the cost of acquiring any real property or interest therein in order to construct or operate the Improvement, (iv) the fees paid to the City and any other governmental agencies for, and all other costs incurred in connection with, obtaining permits, licenses or other governmental approvals for such Improvement, (v) the costs incurred in preparing Bid Documents and the related costs of geotechnical and environmental evaluations of the Improvement, (vi) costs of

construction and project management, administration and supervision (but only up to five percent (5%) of the costs described in clause (i) above) incurred for the construction of such Improvement, (vii) professional costs associated with such Improvement, such as design, engineering, accounting, inspection, construction staking, and similar professional services including legal services related to the review of construction contracts. The maximum amount of Eligible Costs described in clauses (v) through (vii) shall be limited to a total of fifteen percent (15%) of the costs described in clause (i). Costs prior to the effective date of the agreement shall be eligible so long as the costs are approved by the City as they are DIF Project related according to the exhibits in the agreement.

"Improvement" or "Improvements" means the public improvements required to support the development of the Property as described in Exhibit 3 to the extent required by the applicable conditions of approval.

"Program Cost" or "DIF Program Cost" means the estimated cost of an Improvement identified in the "Nexus Study" referenced in City Resolution No. 2003-039 as it may be modified, supplemented or superseded from time to time. The Program Cost to be applied shall be the Program Cost in effect at the time the DIF Credit Request is submitted to the City.

"Usable" shall mean that, with respect to any particular Improvement, the Improvement is actually usable for its intended purposes, and includes, for water Improvements connection to the applicable water supply, for sewer Improvements connection to an applicable disposal system, and for recycled water Improvements connection to a treated water supply and distribution system. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of whether that Improvement is "Usable" shall be made only with respect to that Improvement and not with respect to the larger work of improvement of which it is a portion.

2. Construction and Funding of Improvements by Developer. Developer shall commence the Improvements in accordance with the terms of the Development Agreement and individual Parcel Map, including any extension thereof. Upon commencement of the Improvement(s), Developer agrees to proceed expeditiously with the construction of the Improvement(s) under the terms herein. For the purposes of this Agreement, commencement of the Improvements shall mean when Developer receives the first permit from City for grading of the Property. If Developer is unable or unwilling to proceed with, and Complete, the construction of the Improvement(s) for any reason, and subject to the provisions in Section 17 below, Developer shall be considered to be in default of this Agreement. City and Developer agree that Developer shall award, or cause to be awarded, all contracts for the construction of the Improvements and that this Agreement as necessary to assure the timely and satisfactory Completion of such Improvements. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and

care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall not be relieved of its obligation to construct the Improvements and cause title to the Improvements to be conveyed to the City even if the DIF Credit Amount is less than the actual cost of the Improvements.

3. Inspection and Acceptance of Completed Improvement by City. City shall make or shall cause to be made periodic site inspections of Developer's construction work. The Acceptance Date for each Improvement constructed by Developer shall occur no later than twenty (20) Days following the last to occur of the following:

(a) the City Engineer's determination that the Improvement is Complete;

(b) the City Manager's determination that Acceptable Title with respect to the Improvement is available for acceptance;

(c) Developer's provision of one (1) set of "as-built" or record drawings or plans for the Improvement, certified and reflecting the condition of the Improvement as constructed; and

(d) Developer's provision of such evidence or proof as the City Manager shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvement have been paid and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Alternatively, rather than await the expiration of the time for the recording of claims of liens, Developer may elect to provide a title insurance policy or other security acceptable to the City Manager guaranteeing that no such claims of liens will be recorded or become a lien upon any of the real property required for the Improvement.

4. Conveyance of Acceptable Title to City. Acceptable Title to all property on, in or over which, the Improvement will be located, shall, prior to and as a condition precedent to the City's acceptance of any Improvement, be conveyed to City by way of an irrevocable offer of dedication of such property on the Parcel Map or by a separate recorded instrument, and such conveyance of interest has been approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Improvement. Developer agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of Acceptable Title shall be evidenced by recordation of the acceptance thereof by the City Manager or his designee.

5. Maintenance and Warranties to be provided to City. Developer shall maintain the Improvement in good and safe condition until the Acceptance Date of the Improvement. Prior to the Acceptance Date, Developer shall, at its sole cost and expense, be responsible for performing any required maintenance on the Improvement. On or before the Acceptance Date of the Improvement, Developer shall assign to the City all of Developer's rights in any warranties, guarantees, maintenance obligations or other

evidence of contingent obligations of third persons with respect to such Improvement. After the Acceptance Date, City shall be solely responsible for maintenance of the Improvement. With respect to the Improvement, Developer shall warrant that the Improvement is free from defects in materials and construction defects (and shall correct or cause to be corrected any such defects at Developer's expense) for a period of one year from the Acceptance Date thereof (the "Warranty Period") and Developer shall provide a bond reasonably acceptable in form and substance to the City for such period and such purpose to insure that such defects that appear within said period will be repaired, replaced or corrected by Developer, at its own cost and expense, to the reasonable satisfaction of the City Manager. During the Warranty Period, Developer shall continue to repair, replace or correct any such defects within thirty (30) Days after written notice thereof by the City Manager to Developer, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Improvement shall be delivered to the City Manager, in writing, as part of the transfer of title.

6. Issuance of DIF Credit to Developer. Developer shall receive DIF Credits based upon the verified Eligible Costs of the Improvement (or accepted portion of the Improvement). Issued DIF Credits shall specify the DIF Credit infrastructure category and whether the DIF Credit is for construction of a Regional or Local Adjacent DIF Program Improvement.

7. Limitations on the Issuance of DIF Credit to Developer upon Completion of an Improvement. The amount of DIF Credit to be issued by City shall be limited to the amount of the DIF Program Costs for the Improvement (or accepted portion of the Improvement). The DIF Program Costs identified in the City's DIF Program shall be subject to change, from time to time, as part of the continuing update of the City's DIF Program. The DIF Program Costs for the Improvement (or accepted portion of the Improvement) shall be those in effect at the time the DIF Credit Request is submitted to the City.

(a) To the extent that Developer incurred costs for the design of the Improvements, Developer agrees that the DIF Credit, up to ten percent (10%) of DIF Program Costs, for such design cost portion of the Improvements shall be issued to the Developer.

(b) The DIF Credit that the Developer will receive upon Completion of the Improvements may be exchanged for a refund of DIF that was paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

8. Issuance of a DIF Credit Certificate. When an Improvement is Complete, Developer shall submit a DIF Credit Request to City with all supporting documentation evidencing the total actual Eligible Costs of the Improvement at the time of submittal. The City Manager or designee shall determine the completeness of the DIF Credit Request and notify Developer of whether the DIF Credit Request is considered complete or if additional information is needed from Developer. Once the DIF Credit Request is considered complete, the City Manager or designee shall use his or her best efforts to

determine the total actual Eligible Costs of the Improvements and provide Developer with a Certificate of DIF Credit within twenty (20) Days following receipt of the completed DIF Credit Request.

9. DIF Program Modifications. The estimated cost in the City's DIF Program for DIF Improvements (or defined portions of DIF Improvements) as listed in Exhibit 4 and Developer's total DIF Obligation amount may be modified from time to time based on modifications to the City's DIF Program.

10. Assignment of DIF Credits. Developer shall have the right to transfer or assign DIF Credits provided for herein, to any person, partnership, limited liability company, joint venture, firm or corporation; provided, however, that any such sale, transfer or assignment shall only be made in strict compliance with the following:

(a) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, Developer (i) shall notify the City Manager, in writing, of such sale, transfer or assignment and (ii) shall provide the City with an executed agreement, by purchaser, transferee or assignee that identifies the amount of DIF Credits transferred.

(b) Except for the limited assignment above of DIF Credits, any assignment by Developer of any of the obligations of Developer under this Agreement (a "DIF Improvement Assignment") with regards to the Improvements listed in Exhibit 4, shall identify the Improvements that are the subject of the Assignment Agreement and require the written approval of the City Manager, which approval shall not be unreasonably withheld so long as adequate security as determined by City in its sole discretion, is in place to secure the Completion of the subject Improvements and any DIF Improvement Assignment not made in strict compliance with the foregoing conditions (other than a transfer under Section 19 below) shall, unless such obligations are performed by Developer when required by this Agreement notwithstanding such assignment, constitute a default by Developer and City shall have no further obligations with regard to acceptance of Certificates of DIF Credit issued to Developer, including any DIF Credit assigned or transferred by Developer.

(c) If Developer enters into a DIF Improvement Assignment with a successor in interest with respect to all or a part of the Property (a "Successor Developer") in accordance with Section 10(b) and the Successor Developer obtains DIF Credit pursuant to this Agreement upon its completion of the Improvements identified in the DIF Improvement Assignment, then

(i) such Successor Developer shall have the right to sell, transfer or assign to Developer, and Developer shall have the right to acquire from such Successor Developer, all or a portion of such DIF Credit by complying only with Section 10(b) above, and

(ii) Developer shall have the right to sell, transfer or assign all or a portion of such DIF Credit to other Successor Developers who acquire other portions of

the Property by complying only with Section 10(b) above, if the sale, transfer or assignment of such DIF Credit occurs concurrently with the conveyance of another portion of the Property to the other Successor Developer.

11. Additional Documents/Actions. The City Manager is authorized to approve and execute any documents and to take any actions necessary to effectuate the purposes of this Agreement.

12. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. This Agreement and that certain Memorandum of Agreement Regarding Development Impact Fee Credits ("MOA") recorded concurrently herewith, are companion documents and are intended to be interpreted together. The MOA supplements this Agreement with respect to, among other things, the timing and methodology for monetization of certain DIF Credits.

13. Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq. (as amended by Stats 2001 ch. 938 § 2 (S.B. 975)), and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq. (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Bid Documents and each Developer's Contract shall require all contractors for the construction of Improvements to pay prevailing wages in accordance with the applicable provisions of the Labor Code. Developer 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 Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its officials, officers, employees, agents, contractors 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.

14. Default and Force Majeure.

(a) Default. Failure or delay by Developer or City to perform any of its obligations under this Agreement constitutes a default by such party under this Agreement. The party alleged to be in default shall have thirty (30) days after the date of the written notice by the other party to commence to cure such default. The party alleged to be in default shall diligently pursue such cure to completion within thirty (30) days or a reasonable timeframe if such default cannot be reasonably cured within thirty (30) days, as established in the written notice provided by the party asserting the default. If the party alleged to be in default has not cured its default within the cure period set forth therein, the defaulting party shall be deemed in breach. Any failure or delay in giving such notice or in asserting any rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the party not in default of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any of its rights or remedies. If any default by Developer is not cured within the time period provided by the City, City shall be entitled

to terminate this Agreement in its entirety and thereafter, the City shall be under no obligation to perform any of City's obligations hereunder, including, but not limited to, the issuance of DIF Credits that Developer may claim.

(b) Force Majeure. Notwithstanding the provisions contained in the foregoing paragraph, performance by either party hereunder shall not be deemed to be in default where delay or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine restrictions, freight embargoes, public transportation stoppage, governmental restrictions or priority, litigation brought by a third party, unusually severe weather, reasonably unforeseeable property conditions, acts of the other party, acts or failure to act of the other party or any other public or governmental agency or entity, or any causes beyond the control or without the failure of the party claiming an extension of time to perform (a “Force Majeure Event”). An extension of time for any such cause (an "Excusable Delay") shall be for the time period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause or from the date of the notice if provided after such thirty-day period. Notwithstanding the foregoing, none of the foregoing events shall constitute an Excusable Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming an Excusable Delay shall make a good faith effort to deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by City and Developer. The Parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them (unless such conditions were caused by a Force Majeure Event) that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement are not Force Majeure Events and do not provide any Party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking that may arise under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not a Force Majeure Event and does not excuse the performance by such Party of its obligations under this Agreement. Without limiting the nature of the foregoing, the parties agree that the inability of Developer to obtain a satisfactory commitment from a construction lender for the improvement of the Property or to satisfy any other condition of this Agreement relating to the development of the Property shall not be deemed to be a Force Majeure Event or otherwise provide grounds for the assertion of the existence of a delay under this Section 14.

15. Licenses and Permits. The Developer shall secure (or shall cause to be secured) any and all permits that may be required by the City or any other governmental agency affected by the construction of the Improvements. The Developer shall be

responsible for paying all applicable fees and charges to the City to obtain any land use entitlements and permits that are necessary to construct the Improvements.

16. Indemnification. The Developer agrees to protect, indemnify, defend and hold the City, and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (collectively "Damages") that the City, or its respective officers, employees and agents, or any combination thereof, may suffer or that may be sought against or recovered or obtained from the City, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder; or (c) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the Improvements. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from the Developer. Notwithstanding the foregoing, neither the City nor its respective officers, employees, or agents shall be indemnified, defended or held harmless against such Damages to the extent that such Damages have been caused by their sole active negligence or sole willful misconduct. The parties acknowledge and agree that the Developer shall be released from the indemnity, defense and hold harmless obligations set forth herein upon the acceptance of the Improvements by the City and completion of the Warranty Period for such Improvements.

17. Developer as a Private Developer. In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer. Accordingly, this Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds or any other costs incurred in connection with the Project. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. Other Obligations. Nothing contained herein shall be construed as affecting the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the design, acquisition, construction and installation of the

Improvements. This Agreement is not, and shall not be construed as, a statutory development agreement as authorized by Government Code sections 65864 et seq., and this Agreement shall not be interpreted as limiting the authority of the City to adopt and amend regulations concerning permitted uses of property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for the reservation or dedication of land or the payment of impact fees for public purposes.

19. Binding on Successors and Assigns. Except as set forth in Section 10 or Section 23 hereof, neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted and accepted assigns, and successors-in-interest of the parties hereto.

20. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

21. Waivers. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

22. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

23. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, at Developer'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. Developer shall have the right to encumber and assign its rights and interests hereunder to the lenders providing such financing as security for such financing without the consent of the City and without complying with Section 10 hereof. 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 Developer 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. A 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 or deed of trust 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 Developer in the performance of Developer'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 Developer under the terms of this Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days following the sending of the notice of default to Developer. 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 Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer 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 10 of this Agreement.

24. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to DEVELOPER:

Euclid Land Venture 2, LLC
c/o Real Estate Development Associates, LLC
4450 MacArthur Boulevard, Suite 100
Newport Beach, CA 92660
Attn: Jason Krotts

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

With a copy to (legal counsel, if applicable):

Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Eighth Floor
Irvine, CA 92614
Attn: Matthew R. Fogt. Esq.
Email: mfogt@allenmatkins.com
Phone: (949)851-5453

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

25. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

27. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

28. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

30. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Description of Improvements
Exhibit 4 – Estimated Costs of Improvements
Exhibit 5 – Certificate of DIF Credit
Exhibit 6 – DIF Credit Request
Exhibit 7 – Form of Assignment, Sale, or Transfer of DIF Credit

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO, a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

“DEVELOPER”

Euclid Land Venture 2, LLC

a Delaware limited liability company

Dated: _____ By: _____

Name: _____

Its: _____

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

STATE OF CALIFORNIA
COUNTY OF _____

On this ___ day of _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____ (Seal)

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

STATE OF CALIFORNIA
COUNTY OF _____

On this ___ day of _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____ (Seal)

Exhibit 1

Legal Description of Property
Parcel Map 20517

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 7, 8, 9, 10, 23, 24, 25 AND 26 IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE MAP OF THE SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED IN BOOK 6, PAGE 15 OF MAPS OF RECORDS OF SAID COUNTY.

APNs: 1054-031-01, 1054-031-02, 1054-261-01, 1054-261-02, 1054-041-01, 1054-041-02, 1054-291-01, 1054-291-02

Exhibit 2

Map of Property
Parcel Map 20517

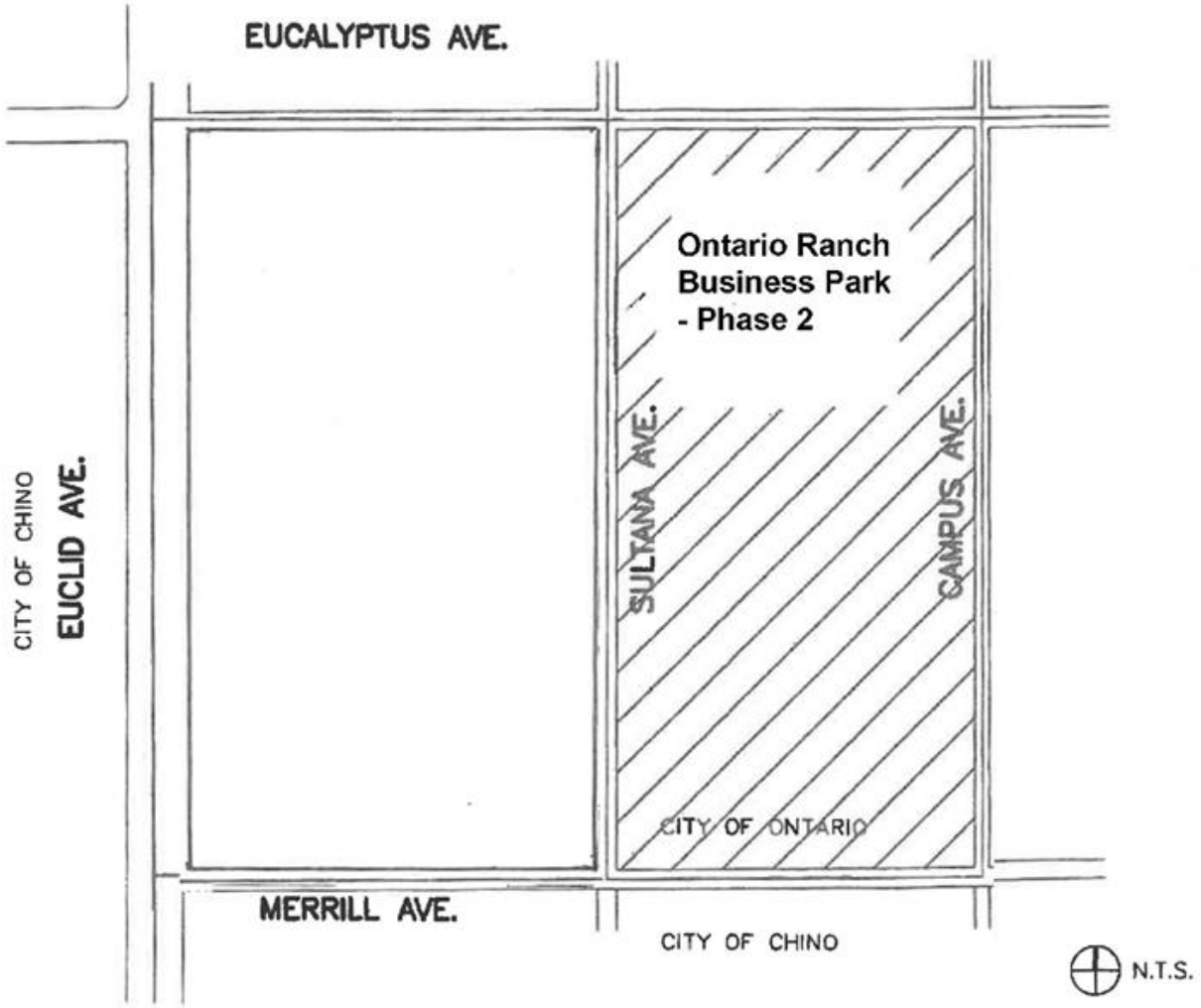


Exhibit 3

Description of Improvements

DIF Eligible Facilities: The DIF Eligible Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Agreement only if such Segment was constructed by or on behalf of the Developer.

Local Adjacent Water and Recycled Water Facilities					
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)
PM 20517 (ELV2)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" Waterline in Merrill Avenue - Sultana to Carpenter	11,600
PM 20517 (ELV2)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" Waterline in Eucalyptus Avenue - Sultana to Grove	5,200
PM 20517 (ELV2)	Local Adjacent Water	*WT-XXX	Francis Street 925' Zone Distribution Mains	12" Waterline in Sultana Avenue- Merrill to Eucalyptus	2,700
PM 20517 (ELV2)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	12" Waterline in Campus Avenue- Merrill to Eucalyptus	2,700
PM 20517 (ELV2)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Merrill Avenue - Sultana to Campus	1,300
PM 20517 (ELV2)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Sultana Avenue- Merrill to Eucalyptus	2,700
PM 20517 (ELV2)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Campus Avenue- Merrill to Eucalyptus	2,700

*** To be included as part of the 2024 DIF Update, contingent on City Council Approval.**

Local Adjacent Sewer System Facilities					
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)
PM 20517 (ELV2)	Local Adjacent Sewer	*SW-XXX	Sultana Trunk Sewer	16" Sewer in Sultana Avenue - Merrill to Eucalyptus	2,700
PM 20517 (ELV2)	Local Adjacent Sewer	*SW-XXX	Campus Trunk Sewer	16" Sewer in Campus Avenue - Merrill to Eucalyptus	2,700

*** To be included as part of the 2024 DIF Update, contingent on City Council Approval.**

Exhibit 3 - Continued

Regional Sewer System Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20517 (ELV2)	Regional Sewer	SW-002	Western Trunk Sewer	36" Sewer in Merrill Avenue - Euclid to Campus	2,800
PM 20517 (ELV2)	Regional Sewer	SW-002	Western Trunk Sewer	36" Sewer in Euclid Avenue - Merrill to Kimball	5,200

Local Adjacent Storm Drain Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20517 (ELV2)	Local Adjacent Storm Drain	SD-005	Merrill Avenue - Euclid to Bon View	Merrill Avenue - Euclid to Campus	2,900
PM 20517 (ELV2)	Local Adjacent Storm Drain	SD-XXX	Sultana Avenue - Merrill to 1,600 North of Merrill	Sultana Avenue - Merrill to Eucalyptus	1,600
PM 20517 (ELV2)	Local Adjacent Storm Drain	*SD-XXX	Campus Avenue, Eucalyptus to Merrill	Campus Avenue - Merrill to Eucalyptus	2,700

*** To be included as part of the 2024 DIF Update, contingent on City Council Approval.**

Regional Storm Drain Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20517 (ELV2)	Regional Storm Drain	SD-050	Offsite Euclid Avenue Storm Drain	Euclid Avenue - South of Merrill	650

Exhibit 3 - Continued

Local Adjacent Streets and Bride Facilities					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20517 (ELV2)	Local Adjacent Streets	ST-015	Merrill Avenue from Euclid to Archibald	Merrill Avenue - Full half, both sides, Euclid to Carpenter	13,100
PM 20517 (ELV2)	Local Adjacent Streets	ST-011	Eucalyptus Avenue from Euclid to Milliken	Eucalyptus Avenue - Full half, south side, Sultana to Campus	1,300
PM 20517 (ELV2)	Local Adjacent Streets	ST-004	Campus Avenue from Riverside to Merrill	Campus Avenue - Full half, west side, Merrill to Eucalyptus	2,700
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Euclid at Merrill	Full Intersection Improvements
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Euclid at Eucalyptus	Full Intersection Improvements
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Merrill at Sultana	Full Intersection Improvements
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Eucalyptus at Sultana	Full Intersection Improvements
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Campus at Merrill	Full Intersection Improvements
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Campus at Eucalyptus	Full Intersection Improvements
PM 20517 (ELV2)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Merrill Avenue - Euclid to Carpenter	11,800
PM 20517 (ELV2)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Eucalyptus Avenue - Sultana to Campus	1,300
PM 20517 (ELV2)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Sultana Avenue - Merrill to Eucalyptus	2,700
PM 20517 (ELV2)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Campus Avenue - Merrill to Eucalyptus	2,700

Exhibit 3 - Continued

Local Adjacent Fiber					
Project	**DIF Category**	**DIF program No.**	**DIF Project Description**	**Segment Description**	**Project Scope/Length (LF)**
PM 20517 (ELV2)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Merrill Avenue - Sultana to Campus	1,300
PM 20517 (ELV2)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Eucalyptus Avenue - Sultana to Campus	1,300
PM 20517 (ELV2)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Sultana Avenue - Merrill to Eucalyptus	2,700
PM 20517 (ELV2)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Campus Avenue - Merrill to Eucalyptus	2,700

Exhibit 4

Estimated Costs of Improvements

Local Adjacent Water and Recycled Water Facilities									
Project	DIF Category	DIF Program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20517 (ELV2)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" Waterline in Merrill Avenue - Sultana to Carpenter	11,600	$ 35,524,302	5.57%	$ 2,227,200	$ 5,934,096
PM 20517 (ELV2)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" Waterline in Eucalyptus Avenue - Sultana to Grove	5,200	$ 35,524,302	2.81%	$ 998,400	$ 3,303,779
PM 20517 (ELV2)	Local Adjacent Water	*WT-XXX	Francis Street 925' Zone Distribution Mains	12" Waterline in Sultana Avenue- Merrill to Eucalyptus	2,700	TBD	TBD	TBD	$ 1,474,037
PM 20517 (ELV2)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	12" Waterline in Campus Avenue- Merrill to Eucalyptus	2,700	$ 35,524,302	1.09%	$ 388,800	$ 1,802,140
PM 20517 (ELV2)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Merrill Avenue - Sultana to Campus	1,300	$ 67,414,419	0.21%	$ 138,892	$ 305,813
PM 20517 (ELV2)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Sultana Avenue- Merrill to Eucalyptus	2,700	$ 67,414,419	0.43%	$ 288,468	$ 569,908
PM 20517 (ELV2)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Campus Avenue- Merrill to Eucalyptus	2,700	$ 67,414,419	0.43%	$ 288,468	$ 1,474,435
							SUBTOTAL:	$ 4,330,228	$ 14,864,208

*** To be included as part of the 2024 DIF Update, contingent on City Council Approval.**

Local Adjacent Sewer System Facilities									
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20517 (ELV2)	Local Adjacent Sewer	*SW-XXX	Sultana Trunk Sewer	16" Sewer in Sultana Avenue - Merrill to Eucalyptus	2,700	TBD	TBD	TBD	$ 3,505,878
PM 20517 (ELV2)	Local Adjacent Sewer	*SW-XXX	Campus Trunk Sewer	16" Sewer in Campus Avenue - Merrill to Eucalyptus	2,700	TBD	TBD	TBD	$ 3,069,509
							SUBTOTAL:	$ -	$ 6,575,387

*** To be included as part of the 2024 DIF Update, contingent on City Council Approval.**

Regional Sewer System Facilities									
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20517 (ELV2)	Regional Sewer	SW-002	Western Trunk Sewer	36" Sewer in Merrill Avenue - Euclid to Campus	2,800	$ 35,524,302	8.70%	$ 3,091,284	$ 3,652,496
PM 20517 (ELV2)	Regional Sewer	SW-002	Western Trunk Sewer	36" Sewer in Euclid Avenue - Merrill to Kimball	5,200	$ 35,524,302	16.16%	$ 5,740,956	$ 9,239,620
							SUBTOTAL:	$ 8,832,240	$ 12,892,115

*** To be included as part of the 2024 DIF Update, contingent on City Council Approval.**

Local Adjacent Storm Drain Facilities									
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20517 (ELV2)	Local Adjacent Storm Drain	SD-005	Merrill Avenue - Euclid to Bon View	Merrill Avenue - Euclid to Campus	2,900	$ 7,046,489	67.44%	$ 4,752,283	$ 8,697,338
PM 20517 (ELV2)	Local Adjacent Storm Drain	*SD-XXX	Sultana Avenue, Eucalyptus to Merrill	Sultana Avenue - Merrill to 1,600 North of Merrill	1,600	TBD	TBD	TBD	$ 1,242,723
PM 20517 (ELV2)	Local Adjacent Storm Drain	*SD-XXX	Campus Avenue, Eucalyptus to Merrill	Campus Avenue - Merrill to Eucalyptus	2,700	TBD	TBD	TBD	$ 2,463,201
							SUBTOTAL:	$ 4,752,283	$ 12,403,263

Exhibit 4 - Continued

Regional Storm Drain Facilities									
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20517 (ELV2)	Regional Storm Drain	SD-050	Offsite Euclid Avenue Storm Drain	Euclid Avenue - South of Merrill	650	$ 21,110,125	5.00%	$ 1,055,506	$ 4,118,576
							SUBTOTAL:	$ 1,055,506	$ 4,118,576

* To be included as part of the 2024 DIF Update, contingent on City Council Approval.

Local Adjacent Streets and Bride Facilities									
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20517 (ELV2)	Local Adjacent Streets	ST-015	Merrill Avenue from Euclid to Archibald	Merrill Avenue - Full half, both sides, Euclid to Carpenter	13,100	$ 5,753,226	75.72%	$ 4,356,489	$ 28,827,598
PM 20517 (ELV2)	Local Adjacent Streets	ST-011	Eucalyptus Avenue from Euclid to Milliken	Eucalyptus Avenue - Full half, south side, Sultana to Campus	1,300	$ 8,764,717	4.69%	$ 411,341	$ 1,578,132
PM 20517 (ELV2)	Local Adjacent Streets	ST-004	Campus Avenue from Riverside to Merrill	Campus Avenue - Full half, west side, Merrill to Eucalyptus	2,700	$ 5,125,449	20.45%	$ 1,048,387	$ 3,496,169
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Euclid at Merrill	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Euclid at Eucalyptus	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Merrill at Sultana	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Eucalyptus at Sultana	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Campus at Merrill	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20517 (ELV2)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Campus at Eucalyptus	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20517 (ELV2)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Merrill Avenue - Euclid to Carpenter	11,800	$ 3,449,315	0.00%	$ 496,000	$ 715,677
PM 20517 (ELV2)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Eucalyptus Avenue - Sultana to Campus	1,300	$ 3,449,315	0.00%	$ 55,800	$ 133,269
PM 20517 (ELV2)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Sultana Avenue - Merrill to Eucalyptus	2,700	$ 3,449,315	0.00%	$ 111,600	$ 291,541
PM 20517 (ELV2)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Campus Avenue - Merrill to Eucalyptus	2,700	$ 3,449,315	0.00%	$ 111,600	$ 106,615
							SUBTOTAL:	$ 8,991,217	$ 39,211,975

* To be included as part of the 2024 DIF Update, contingent on City Council Approval.

Exhibit 4 - Continued

Local Adjacent Fiber									
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20517 (ELV2)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Merrill Avenue - Sultana to Campus	1,300	$ 14,874,465	0.36%	$ 53,803	$ 70,251
PM 20517 (ELV2)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Eucalyptus Avenue - Sultana to Campus	1,300	$ 14,874,465	0.36%	$ 53,803	$ 30,546
PM 20517 (ELV2)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Sultana Avenue - Merrill to Eucalyptus	2,700	$ 14,874,465	0.75%	$ 111,745	$ 112,024
PM 20517 (ELV2)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Campus Avenue - Merrill to Eucalyptus	2,700	$ 14,874,465	0.75%	$ 111,745	$ 65,979
							SUBTOTAL:	$ 331,096	$ 278,800

*** To be included as part of the 2024 DIF Update, contingent on City Council Approval.**

$ 28,292,570 $ 90,344,325

Exhibit 5

Certificate of DIF Credit

Pursuant to Section 6 of the Development Impact Fee Credit Agreement for Facility Construction by and between the City of Ontario and _____ dated _____, 202_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Fee Credit Agreement" , the City of Ontario hereby certifies that Developer is entitled to the following amount and nature of DIF Credits:

Amount of Credit: $_____
Infrastructure Category of DIF: _____
Local Adjacent or Regional Category of DIF: _____

_____
Scott Ochoa, City Manager

Dated: _____

Exhibit 6

DIF Credit Request

The undersigned (the "Developer"), hereby requests DIF Credits in the DIF categories and amounts specified in Attachment 1 hereto. In connection with this Credit Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer or representative of the Developer, qualified to execute this Credit Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. All costs of the Improvements for which credit is requested hereby are Eligible Costs (as defined in the Fee Credit Agreement) and have not been inflated in any respect. The Eligible Costs for which credit is requested have not been the subject of any prior credit request submitted to the City.

3. Supporting documentation (such as the applicable Developer Contract, third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which credit is requested.

4. The Improvement for which credit is requested was constructed in accordance with the requirements of the Fee Credit Agreement.

5. Please issue a Certificate of DIF Credit to the Developer in the amount requested.

I declare under penalty of perjury that the above representations and warranties are true and connect.

DEVELOPER	CITY
[INSERT ENTITY]	Credit Request Approved
By: _____	By: _____
Authorized Representative of Developer	Scott Ochoa, City Manager
Date: _____	Date: _____

ATTACHMENT 1

SUMMARY OF IMPROVEMENTS AND REQUESTED DIF CREDITS

Improvement	Eligible Costs/Contract Amount	DIF Credit Requested

[List here all Improvements for
which credit is requested, and attach support documentation]

Exhibit 7

Form of Assignment, Sale, or Transfer of DIF Credit

From _____ to _____

This Sale or Transfer of DIF Credit ("DIF Credit Transfer") is entered into as of _____, 20__, between _____, a _____ _____"Transferor")
and_____ ("Transferee").

A. Transferor is doing business in the City of Ontario.

B. Pursuant to that certain Certificate of DIF Credit (the "Certificate") issued by the City of Ontario to _____, dated _____, an amount of DIF Credit was made available to the Transferor for use in the City. A copy of the DIF Credit Certificate is issued to _____ by CITY is attached hereto and incorporated herein as Exhibit "C-2".

C. Transferee is owner of real property within the City of Ontario and further described as Parcel Map or Tract Map No. _____ . (or other description of the property).

D. Pursuant to the terms of this DIF Credit Assignment, Transferee desires to receive from the Transferor, a share of the DIF Credit issued to Transferor doing business in the City.

For good, valuable and sufficient consideration received, the receipt of which is hereby acknowledged, the Transferor and Transferee hereby agree as follows:

1. TRANSFER

The Transferor hereby assigns, transfers and conveys to Transferee the DIF Credit of:

DIF Credit Category	DIF Credit Amount
_____	_____

2. ACCEPTANCE

Transferee hereby accepts and assumes DIF Credit as listed above. Transferee and CITY shall track DIF Credit as it is redeemed, and the remaining balance to be used, by completing, dating and initialing Exhibit "D-3" attached hereto and incorporated herein. The original Exhibit "C-2" shall not be removed from this Transfer Agreement.

3. EFFECTIVE DATE.

This Transfer Agreement shall become effective as of the date first above written.

4. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES.

The Transferor makes the following representations and warranties, which representations and warranties shall survive this DIF Credit Transfer:

The Transferor has the full power and authority to enter into this DIF Credit Transfer.

The execution, delivery and performance of this DIF Credit Transfer will not result in any violation or default under its organizational documents or any instruments to which the Transferor is a party.

From and after the date of this DIF Credit Transfer, the Transferor shall have no further rights, title or interest in or to the DIF Credit.

5. TRANSFEREE'S REPRESENTATION AND WARRANTIES.

Transferee makes the following representations and warranties, which representations and warranties shall survive this Transfer:

Transferee is the owner of Parcel Map or Tract Map No. _____ (or other property description) in the City of Ontario.

Transferee has the full power and authority to enter into this DIF Credit Transfer.

This DIF Credit Transfer, when executed, shall constitute a valid and legal obligation binding as to Transferee.

6. NOTICES.

All notices, consents, waivers and other communications under this DIF Credit Transfer must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties); (c) when received by the addresses as confirmed by a confirmation receipt, if sent by facsimile to the appropriate facsimile number designated below (or to such other facsimile number as the parties may designate by notice to the other parties).

If to the Transferor: Entity Name: _____
Address: _____

Attention: _____
Phone: _____
Email: _____

If to Transferee: Entity Name: _____
Address: _____

_____
Attention: _____
Phone: (___) _____
Email: _____

7. GENERAL PROVISIONS.

Severability. In the event that the application of any of the provisions of this DIF Credit Transfer are held to be unenforceable or invalid, the validity and enforceability of other applications of that provision and of the remaining provisions shall not be affected.

Counterparts. This DIF Credit Transfer may be executed in counterparts.

Entire Agreement. This DIF Credit Transfer contains the entire final understanding of and between the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this DIF Credit Transfer. There are no representations, agreements, arrangements or understandings, oral or written, between the parties that are not fully set forth herein.

Construction. Every covenant, term and provision of this DIF Credit Transfer shall be construed simply according to its fair meaning and not strictly for or against any party.

No Modifications. No supplement, modifications or amendment to this DIF Credit Transfer shall be binding unless executed in writing by both parties.

Further Assurances. The Transferor and Transferee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this DIF Credit Transfer.

No Third Party Beneficiaries. This DIF Credit Transfer Agreement is made and entered into for the sole protection and benefit of the parties hereto, the City of Ontario, and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this DIF Credit Transfer Agreement.

IN WITNESS WHEREOF, the Transferor and Transferee have duly executed this DIF Credit Transfer as of the date first written above.

TRANSFEROR:

Entity Name _____, a _____

By: _____

By: _____

TRANSFEREE:

Entity Name _____, a _____

By: _____

By: _____

(All Signatures must be notarized)

EXHIBIT “C-2” to Transfer of DIF Credit

(Certificate of DIF Credit)

(Original DIF Credit Certificate issued by City must be attached).

EXHIBIT "D-3" to Transfer of DIF Credit

Available DIF Credit Reconciliation

DIF Credit Category _____

Assigned to: _____

Date Assigned to: _____

Transferee: _____

Date Transferred: _____

Starting DIF Credit Balance	Amount Redeemed	Date	Remaining DIF Credit Balance	City's Initials	Transferee's Initials

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS

By and Between

City of Ontario
a California municipal corporation

and

Euclid Land Venture 2, LLC
a Delaware limited liability company

_____, 2026

San Bernardino County, California

MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS

This MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS ("Agreement"), entered into this _____ day of _____, 2026, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and EUCLID LAND VENTURE 2, LLC, a Delaware limited liability company, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the Ontario Ranch Business Park Specific Plan ("Specific Plan") and Parcel Map No. 20517 (the "Parcel Map"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference (the "Property"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. As a condition of the development approvals for the Property, including the Specific Plan and Parcel Map approvals, Developer is required to construct those public improvements ("Improvements") as described in that certain Development Impact Fee Credit Agreement For Facility Construction by and between the City and Developer recorded concurrently herewith ("DIF Agreement").

C. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit ("DIF Credits") to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

D. City and Developer previously entered into a statutory development agreement (File No. PDA 21-006), pursuant to Section 65864, et seq., of the Government Code ("Development Agreement"). Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements and such Improvements are included in the City's Development Impact Fee (DIF) Program ("DIF Program") as a project, or a portion of a project and eligible for DIF Credits against DIF Fees.

E. Many of the Improvements required to be constructed by Developer are regional in nature and will benefit a much larger area beyond the Property, including, without limitation, areas within the broader Ontario Ranch area. The cost of these regional Improvements greatly exceeds both the DIF Fees Developer is required to pay

in conjunction with the development of the Property and/or the ability of Developer to use or timely monetize such DIF Credits under the City's current DIF Program.

F. Additionally, many of the Improvements constructed by Developer will benefit a 75-acre parcel owned by San Bernardino County bounded by Campus, Eucalyptus, Bon View, and Merrill ("County Site"). The County Site, which is not under the Developer's control, is significantly benefited by the infrastructure that Developer was required to install. The public infrastructure attributable to the County Site was a requirement under this and an adjacent Specific Plan. In order to avoid a disproportionate windfall to the County Site and given the substantial costs incurred by Developer that directly benefit the County Site, the City agrees, for Developer's benefit, to use DIF Fees paid in cash (and not in DIF Credits) to the City by the developer of the County Site ("County Site Developer") to monetize an equal amount of DIF Credits held by Developer for Improvements benefitting the County Site, provided such DIF Fees shall only be used to satisfy credits relating to DIF in the same category. For the avoidance of doubt, this means that DIF Fees paid for water can only be used to monetize DIF Credits for water.

G. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credits in accordance with the City's [Ontario Ranch] DIF Credit policies as contained in the City's DIF Program and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2019-135, 2022-133, 2023-036, and 2025-010 (and the City shall not favor other property owners with respect to the redemption of DIF Credits) in accordance with the monetization schedule described therein. The City shall issue DIF Credits to the maximum extent possible under the City's DIF Program.

H. Developer's DIF Credits will significantly exceed Developer's DIF obligations given the extraordinary Improvements that Developer built that benefits the larger Ontario Ranch Area. Developer's ability to monetize the DIF Credits under the existing DIF Program would otherwise take decades as such area develops. In recognition of the significant contribution by Developer to construct these regional Improvements, the City agrees to modify the DIF Program to accelerate the monetization of the DIF Credits for Storm Drainage, Sewer and Water Improvements constructed by Developer that benefit the portion of the Ontario Ranch that lies north of Eucalyptus Avenue earlier than currently allowed under the DIF Program. The DIF Credits subject to this acceleration are shown on Exhibit 3, attached hereto ("Monetized DIF Credits").

I. The exact modifications of the DIF Program to accommodate the accelerated monetization mentioned above are not yet final. Notwithstanding the current lack of certainty, the City agrees to modify its DIF Program to incorporate provisions to accelerate the monetization of the Monetized DIF Credits above and beyond what would otherwise be monetized under the current DIF Program by December 31, 2026 that will provide for the monetization of such Monetized DIF Credits on or before December 31, 2033.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Monetization. In recognition of the significant contribution by Developer to construct significant and costly regional infrastructure and the significant amount of unpaid DIF Credits in the larger system, the City agrees to modify its DIF Program by December 31, 2026. The modified DIF Program will provide for the monetization of such Monetized DIF Credits on or before December 31, 2033 above and beyond what would otherwise be monetized under the current DIF Program as follows: the accelerated monetization shall provide for fifty percent (50%) monetization based off of unaudited Developer requests, and any additional monetization will be based on the results of a City audit.

2. County Site DIF Credit Monetization. Within thirty (30) days of receipt by the City of DIF Fees paid by the County Site Developer in cash, and not through redeeming DIF Credits, the City shall monetize an equal number of DIF Credits held by Developer in the same category of DIF as the DIF Fees paid. For example, the City shall monetize DIF Credits for water from DIF Fees paid in cash for water by the County Site Developer. The City shall have no obligation to (a) monetize DIF Credits with DIF Fees paid by the County Site Developer with DIF Credits, or (b) monetize DIF Credits from DIF Fees paid relating to a DIF in a different DIF category.

3. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. This Agreement and the DIF Agreement are companion documents and shall be interpreted together. The DIF Credit Agreement controls credit eligibility and administration, and this Agreement controls timing and monetization.

4. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer. The City Manager is hereby authorized to enter into with Developer minor modifications of this Agreement that do not materially impact the purpose or intent of this Agreement.

5. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

6. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to DEVELOPER:
Euclid Land Venture 2, LLC
c/o Real Estate Development Associates, LLC
4450 MacArthur Boulevard, Suite 100
Newport Beach, CA 92660
Attn: Jason Krotts

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Eighth Floor
Irvine, CA 92614
Attn: Matthew R. Fogt, Esq.
Email: mfogt@allenmatkins.com
Phone: (949) 851-5453

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate confirmation, answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

7. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

9. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

10. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Monetized DIF Credits

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO, a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

"DEVELOPER"

EUCLID LAND VENTURE 2, LLC
a Delaware limited liability

Dated: _____

By: _____
Name: _____
Its: _____

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 1

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 7, 8, 9, 10, 23, 24, 25 AND 26 IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE MAP OF THE SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED IN BOOK 6, PAGE 15 OF MAPS OF RECORDS OF SAID COUNTY.

APNs: 1054-031-01, 1054-031-02, 1054-261-01, 1054-261-02, 1054-041-01, 1054-041-02, 1054-291-01, 1054-291-02

Exhibit 2

Map of Property
Parcel Map 20517

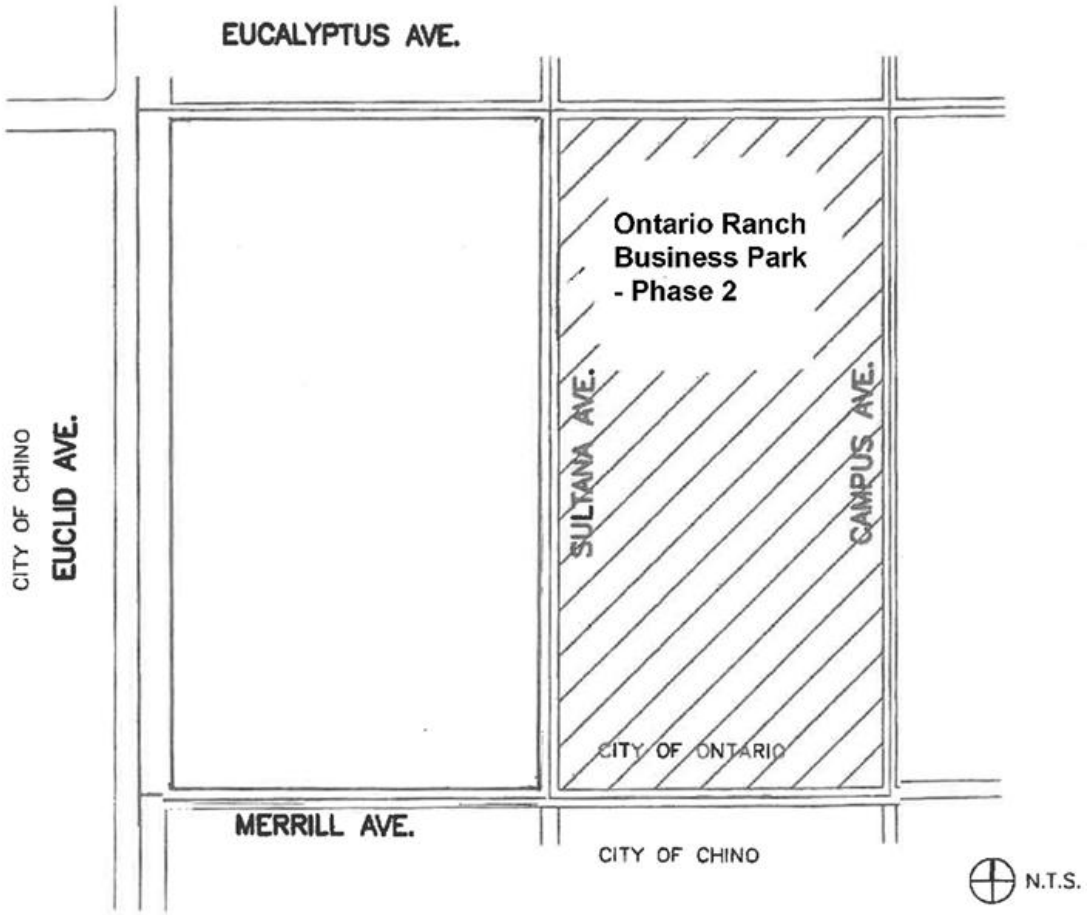


Exhibit 3

Monetized DIF Credits

PRELIMINARY ESTIMATE OF DEVELOPER'S DIF CREDITS AND DIF FEE OBLIGATIONS RELATING TO THE ACCELERATED MONETIZABLE DIF CREDITS

		Euclid Land Venture, LLC	Euclid Land Venture 2, LLC	Grove Land Venture, LLC		
		PDIF 21-001	PDIF 26-002	PDIF26-003		
REGIONAL SEWER - ESTIMATED DIF CREDITS						
Euclid Avenue - Kimball Avenue to Merrill Avenue [cost share with Prologis] **NOTE 1**	SW-002	*4,619,810*	*4,619,810*	*4,619,810*		
Merrill Avenue Sewer - Euclid to Sultana only	SW-002	1,826,248				
Merrill Avenue Sewer - Euclid to Campus only	SW-002		3,652,496			
Merrill Avenue Sewer - Euclid to Grove	SW-002			9,131,239		
Total Estimated Regional DIF Credits (less Prologis portion)		6,446,058	8,272,306	13,751,049	13,751,049	
ESTIMATED REGIONAL SEWER DIF FEES					Estimated Regional Sewer DIF Credits less estimated Regional Sewer DIF Fees paid	
Actual Regional Sewer DIF Fees paid for ELV		145,923				
Estimated Regional Sewer DIF Fees paid for ELV2			270,033			
Estimated Regional Sewer DIF Fees paid for GLV				620,476		
Total Estimated Regional DIF Fees		145,923	270,033	620,476	$	12,714,617
LOCAL ADJACENT SEWER - ESTIMATED DIF CREDITS						
Euclid Trunk Sewer - 20" from Merrill to Eucalyptus	SW-011	4,336,018				
Sultana Trunk Sewer - 16" from Merrill to Eucalyptus	SW-054	3,505,878	3,505,878			
Campus Trunk Sewer - 16" from Merrill to Eucalyptus	SW-055		3,069,509			
Bon View Trunk Sewer - 16" from Merrill to Eucalyptus	SW-010			4,398,540		
Grove Trunk Sewer - 20" from Merrill to Eucalyptus	SW-009			4,321,730		
		7,841,896	6,575,387	8,720,270	$ 19,631,675	
ESTIMATED LOCAL ADJACENT SEWER DIF FEES					Estimated Local Adjacent Sewer DIF Credits less estimated Local Adjacent Sewer DIF Fees paid	
Actual Local Adjacent Sewer DIF Fees paid for ELV		219,723				
Estimated Local Adjacent Sewer DIF Fees paid for ELV2			404,433			
Estimated Local Adjacent Sewer DIF Fees paid for GLV				672,716		
Total Estimated Local Adjacent DIF Fees		219,723	404,433	672,716	$	18,334,803
REGIONAL WATER - ESTIMATED DIF CREDITS						
Eucalyptus Avenue - Grove Avenue to Carpenter Avenue (Prologis)	WT-011	Prologis	Prologis	Prologis		
Grove Avenue - Eucalyptus Avenue to Chino Avenue (Phase 2A Water in lieu Fee)	WT-011	5,704,275	5,704,275	5,704,275		
Balance of Phase 2 Water System north of Chino Avenue (Phase 2B in lieu Fee)		waived	958,917	2,048,438		
Total Estimated Regional DIF Credits		5,704,275	6,663,192	7,752,713	8,711,630	
ESTIMATED REGIONAL WATER DIF FEES					Estimated Regional Water DIF Credits less actual Regional Water DIF Fees paid	
Actual Regional Water DIF Fees paid for ELV		2,569,581				
Estimated Regional Water DIF Fees paid for ELV2			2,948,165			
Estimated Regional Water DIF Fees paid for GLV				5,721,317		
Total Estimated Regional DIF Fees		2,569,581	2,948,165	5,721,317	$	(2,527,433)

Exhibit 3 - Continued

Monetized DIF Credits

PRELIMINARY ESTIMATE OF DEVELOPER'S DIF CREDITS AND DIF FEE OBLIGATIONS RELATING TO THE ACCELERATED MONETIZABLE DIF CREDITS

		Euclid Land Venture, LLC PDIF 21-001	Euclid Land Venture 2, LLC PDIF 26-002	Grove Land Venture, LLC PDIF26-003		
REGIONAL STORM DRAIN – ESTIMATED DIF CREDITS						
Euclid Avenue Storm Drainage – South of Merrill Avenue (in lieu Fee)	SD-050	2,446,191	2,880,450	4,012,190		
Transition Structure in Euclid Avenue south of Merrill Avenue (includes Debris Separation Baffle Boxes)	SD-050	4,118,576	4,118,576	4,118,576		
Total Estimated Regional DIF Credits		6,564,767	6,999,026	8,130,766	13,457,407	
ESTIMATED REGIONAL STORM DRAIN DIF					Estimated Regional Storm Drainage DIF Credits less actual Regional Storm Drainage DIF Fees paid	
Actual Regional Storm Drainage DIF Fees paid for ELV		807,507				
Estimated Regional Storm Drainage DIF Fees paid for			980,001			
Estimated Regional Storm Drainage DIF Fees paid for				1,309,530		
Total Estimated Regional DIF Credits		807,507	980,001	1,309,530	$	10,360,369
LOCAL ADJACENT STORM DRAIN –						
Merrill Avenue – 9.5' x 9.5', Euclid to Sultana only	SD-005	included below				
Merrill Avenue – 9.5' x 9.5', Euclid to Campus only	SD-005	included below	included below			
Merrill Avenue – 9.5' x 9.5', Euclid to Bon View	SD-005	included below	included below	12,896,054		
Eucalyptus Avenue – 90" SD, Euclid to Sultana	SD-008	2,855,631				
Euclid Avenue – 108" SD, Merrill to Eucalyptus	SD-001	8,353,218				
Campus Avenue – 60" SD, Merrill to Eucalyptus	SD-006		2,463,201			
Bon View Avenue – 102" SD, Merrill to Eucalyptus	SD-007			4,625,140		
Grove Avenue – 120" SD, Merrill to Eucalyptus (cost share with Prologis) NOTE 1	SD-002			*4,349,700*		
		11,208,849	2,463,201	21,870,894	35,542,944	
ESTIMATED LOCAL ADJACENT STORM DRAIN						
Actual Local Adjacent Storm Drainage DIF Fees paid for		2,422,359			Estimated Local Adjacent Storm Drainage DIF Credits less estimated Local Adjacent Storm Drainage DIF Fees paid	
Estimated Local Adjacent Storm Drainage DIF Fees paid for ELV2			2,286,692			
Estimated Local Adjacent Storm Drainage DIF Fees paid for GLV				4,715,687		
Total Estimated Local Adjacent DIF Credits		2,422,359	2,286,692	4,715,687	$	26,118,206
updated July 28, 2025						
DIF Credits from Storm Drainage, Water and Sewer Improvements benefitting property North of Eucalyptus				91,094,705		
Total Estimated DIF Fee Obligation				26,094,143		
Cost of Improvements in excess of Fee obligation					$ 65,000,562	
Monetized DIF Credits associated with this MOA NOTE 2					**$ 31,419,800**	

NOTE 1: Improvements constructed by Prologis. DIF Credits split 50/50 between Prologis and ELV or ELV2 or GLV.

NOTE 2: The itemization of the estimated monetization between Euclid Land Venture, Euclid Land Venture 2, and Grove Land Venture is subject to how the DIF Credits are awarded to each individual entity.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

File No. PDIF26-003

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT

FOR FACILITY CONSTRUCTION

By and Between

City of Ontario
a California municipal corporation

and

Grove Land Venture, LLC
a Delaware limited liability company

_____, 2026

San Bernardino County, California

DEVELOPMENT IMPACT FEE CREDIT AGREEMENT FOR FACILITY CONSTRUCTION BY AND BETWEEN THE CITY OF ONTARIO AND FILE NO. PDIF26-003

This DEVELOPMENT IMPACT FEE CREDIT AGREEMENT ("DIF Credit Agreement"), entered into this _____ day of _____ 2026, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and GROVE LAND VENTURE, LLC, a Delaware limited liability company, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the South Ontario Logistics Center Specific Plan ("Specific Plan") and Parcel Map No. 20161 (the "Parcel Map"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference (the "Property"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. As a condition of the development approvals for the Property, including the Specific Plan and Parcel Map approvals, the Developer is required to construct those public improvements identified on Exhibit 3, consisting of certain master planned public infrastructure and improvements, (hereinafter referred to collectively as the "Improvements") The estimated costs for the design and construction of the Improvements are set forth in Exhibit 4. Both Exhibits 3 and 4 are attached hereto and incorporated herein by reference.

C. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

D. City and Developer previously entered into a statutory development agreement (File No. PDA 21-005), pursuant to Section 65864, et seq., of the Government Code ("Development Agreement"). Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements identified in Exhibit 3 and such Improvements are included in the City's Development Impact Fee (DIF) Program as a project, or a portion of a project and eligible for credits against DIF Fees.

E. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credit in accordance with the City's Ontario Ranch

DIF Credit policies as contained in the City's DIF Program and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135, 2022-133, and 2025-010.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Definitions. For purposes of this Agreement, the terms below shall be defined as follows:

"Acceptable Title" means title to land or an interest therein required for the operation of an Improvement, in form acceptable to the City Manager, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the City Manager as not materially interfering with the actual or intended use of the land or interest therein required for the operation of an Improvement. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute "Acceptable Title."

"Acceptance Date" means the earlier of (i) the date the City Manager or his or her designee takes final action, in writing, to accept dedication or transfer of an Improvement or (ii) the date determined pursuant to Section 3 below.

"Bid Documents" means all designs, bid documents, construction plans and specifications, system layout drawings and other construction documents and permits relating to an Improvement.

"Certificate of DIF Credit" means a City certificate for the issuance of DIF Credit to Developer in the form attached hereto as Exhibit 5.

"City DIF Program and Policies" means Ordinance Nos. 2779 and 2780 and Resolution Nos. 2003-39, 2003-070, 2019-135, 2022-133, 2023-036, and 2025-010, as may be amended from time to time.

"City Manager" means the City Manager of the City or his or her designee.

"City Engineer" means the City's City Engineer or his or her designee.

"Completed", "Complete" and "Completion" with respect to an Improvement means that such Improvement has been completed in accordance with its Bid Documents, including any final "punch list" items, as approved in writing by the City Engineer, which approval shall not be unreasonably withheld, and that such Improvement is Usable. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of "Completed" or

"Completion" with respect to that Improvement shall be made only as to that Improvement and not with respect to the larger work of improvement of which it is a portion.

"Credit Request" means a document, substantially in the form of Exhibit 6, to be used by Developer in requesting DIF Credits with respect to one or more Improvements.

"Days" shall mean business days unless otherwise stated.

"Developer Contract" means a contract between the Developer and a qualified contractor awarded for the construction of the Improvements at the direction of Developer.

"Development Agreement" has the meaning set forth in Recital D above.

"DIF" or "Development Impact Fees" or "DIF Fees" means the development impact fees imposed within the City pursuant to City Ordinance Nos. 2779 and 2780 and City Resolution Nos. 2003-039, 2003-070, 2005-005, 2005-099, 2007-023, 2007-150, 2008-036, 2011-011, 2012-092, 2015-008, 2017-102, 2019-135, 2022-133, 2023-036, 2025-010, and any subsequent City ordinances and resolutions lawfully adopted by the City Council to update or modify such development impact fees.

"DIF Credit" means credits earned against the payment of DIFs pursuant to this Agreement.

"DIF Obligation" means the amount of Developer's total obligation for Development Impact Fees in either the Regional or Local Adjacent portion of a DIF category for the Property. Developer's DIF Obligation amounts for each DIF Category shall be as provided in Exhibit 4.

"DIF Program" means the Development Impact Fee Program and the capital improvement projects and public infrastructure identified in the Development Impact Fee Program, adopted and amended by the City from time to time.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Eligible Cost" means the substantiated cost of an Improvement to be used in calculating DIF Credit amounts, which costs may include: (i) the costs for the construction (including grading) of such Improvement, (ii) costs directly related to the construction and/or acquisition of the Improvement, such as costs of payment, performance and/or maintenance bonds, the professional costs of material testing, and insurance costs (including costs of any title insurance required); (iii) the cost of acquiring any real property or interest therein in order to construct or operate the Improvement, (iv) the fees paid to the City and any other governmental agencies for, and all other costs incurred in connection with, obtaining permits, licenses or other governmental approvals for such Improvement, (v) the costs incurred in preparing Bid Documents and the related costs of geotechnical and environmental evaluations of the Improvement, (vi) costs of

construction and project management, administration and supervision (but only up to five percent (5%) of the costs described in clause (i) above) incurred for the construction of such Improvement, (vii) professional costs associated with such Improvement, such as design, engineering, accounting, inspection, construction staking, and similar professional services including legal services related to the review of construction contracts. The maximum amount of Eligible Costs described in clauses (v) through (vii) shall be limited to a total of fifteen percent (15%) of the costs described in clause (i). Costs prior to the effective date of the agreement shall be eligible so long as the costs are approved by the City as they are DIF Project related according to the exhibits in the agreement.

"Improvement" or "Improvements" means the public improvements required to support the development of the Property as described in Exhibit 3 to the extent required by the applicable conditions of approval.

"Program Cost" or "DIF Program Cost" means the estimated cost of an Improvement identified in the "Nexus Study" referenced in City Resolution No. 2003-039 as it may be modified, supplemented or superseded from time to time. The Program Cost to be applied shall be the Program Cost in effect at the time the DIF Credit Request is submitted to the City.

"Usable" shall mean that, with respect to any particular Improvement, the Improvement is actually usable for its intended purposes, and includes, for water Improvements connection to the applicable water supply, for sewer Improvements connection to an applicable disposal system, and for recycled water Improvements connection to a treated water supply and distribution system. Notwithstanding the foregoing, if an Improvement which Developer is obligated to construct pursuant to the applicable conditions of approval for a portion of the Property is only a portion of a larger work of improvement, then a determination of whether that Improvement is "Usable" shall be made only with respect to that Improvement and not with respect to the larger work of improvement of which it is a portion.

2. Construction and Funding of Improvements by Developer. Developer shall commence the Improvements in accordance with the terms of the Development Agreement and individual Parcel Map, including any extension thereof. Upon commencement of the Improvement(s), Developer agrees to proceed expeditiously with the construction of the Improvement(s) under the terms herein. For the purposes of this Agreement, commencement of the Improvements shall mean when Developer receives the first permit from City for grading of the Property. If Developer is unable or unwilling to proceed with, and Complete, the construction of the Improvement(s) for any reason, and subject to the provisions in Section 17 below, Developer shall be considered to be in default of this Agreement. City and Developer agree that Developer shall award, or cause to be awarded, all contracts for the construction of the Improvements and that this Agreement as necessary to assure the timely and satisfactory Completion of such Improvements. The Developer shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and

care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall not be relieved of its obligation to construct the Improvements and cause title to the Improvements to be conveyed to the City even if the DIF Credit Amount is less than the actual cost of the Improvements.

3. Inspection and Acceptance of Completed Improvement by City. City shall make or shall cause to be made periodic site inspections of Developer's construction work. The Acceptance Date for each Improvement constructed by Developer shall occur no later than twenty (20) Days following the last to occur of the following:

(a) the City Engineer's determination that the Improvement is Complete;

(b) the City Manager's determination that Acceptable Title with respect to the Improvement is available for acceptance;

(c) Developer's provision of one (1) set of "as-built" or record drawings or plans for the Improvement, certified and reflecting the condition of the Improvement as constructed; and

(d) Developer's provision of such evidence or proof as the City Manager shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvement have been paid and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Alternatively, rather than await the expiration of the time for the recording of claims of liens, Developer may elect to provide a title insurance policy or other security acceptable to the City Manager guaranteeing that no such claims of liens will be recorded or become a lien upon any of the real property required for the Improvement.

4. Conveyance of Acceptable Title to City. Acceptable Title to all property on, in or over which, the Improvement will be located, shall, prior to and as a condition precedent to the City's acceptance of any Improvement, be conveyed to City by way of an irrevocable offer of dedication of such property on the Parcel Map or by a separate recorded instrument, and such conveyance of interest has been approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Improvement. Developer agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of Acceptable Title shall be evidenced by recordation of the acceptance thereof by the City Manager or his designee.

5. Maintenance and Warranties to be provided to City. Developer shall maintain the Improvement in good and safe condition until the Acceptance Date of the Improvement. Prior to the Acceptance Date, Developer shall, at its sole cost and expense, be responsible for performing any required maintenance on the Improvement. On or before the Acceptance Date of the Improvement, Developer shall assign to the City all of Developer's rights in any warranties, guarantees, maintenance obligations or other

evidence of contingent obligations of third persons with respect to such Improvement. After the Acceptance Date, City shall be solely responsible for maintenance of the Improvement. With respect to the Improvement, Developer shall warrant that the Improvement is free from defects in materials and construction defects (and shall correct or cause to be corrected any such defects at Developer's expense) for a period of one year from the Acceptance Date thereof (the "Warranty Period") and Developer shall provide a bond reasonably acceptable in form and substance to the City for such period and such purpose to insure that such defects that appear within said period will be repaired, replaced or corrected by Developer, at its own cost and expense, to the reasonable satisfaction of the City Manager. During the Warranty Period, Developer shall continue to repair, replace or correct any such defects within thirty (30) Days after written notice thereof by the City Manager to Developer, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Improvement shall be delivered to the City Manager, in writing, as part of the transfer of title.

6. Issuance of DIF Credit to Developer. Developer shall receive DIF Credits based upon the verified Eligible Costs of the Improvement (or accepted portion of the Improvement). Issued DIF Credits shall specify the DIF Credit infrastructure category and whether the DIF Credit is for construction of a Regional or Local Adjacent DIF Program Improvement.

7. Limitations on the Issuance of DIF Credit to Developer upon Completion of an Improvement. The amount of DIF Credit to be issued by City shall be limited to the amount of the DIF Program Costs for the Improvement (or accepted portion of the Improvement). The DIF Program Costs identified in the City's DIF Program shall be subject to change, from time to time, as part of the continuing update of the City's DIF Program. The DIF Program Costs for the Improvement (or accepted portion of the Improvement) shall be those in effect at the time the DIF Credit Request is submitted to the City.

(a) To the extent that Developer incurred costs for the design of the Improvements, Developer agrees that the DIF Credit, up to ten percent (10%) of DIF Program Costs, for such design cost portion of the Improvements shall be issued to the Developer.

(b) The DIF Credit that the Developer will receive upon Completion of the Improvements may be exchanged for a refund of DIF that was paid by the Developer (up to the Developer's maximum DIF obligation) in the respective DIF category.

8. Issuance of a DIF Credit Certificate. When an Improvement is Complete, Developer shall submit a DIF Credit Request to City with all supporting documentation evidencing the total actual Eligible Costs of the Improvement at the time of submittal. The City Manager or designee shall determine the completeness of the DIF Credit Request and notify Developer of whether the DIF Credit Request is considered complete or if additional information is needed from Developer. Once the DIF Credit Request is considered complete, the City Manager or designee shall use his or her best efforts to

determine the total actual Eligible Costs of the Improvements and provide Developer with a Certificate of DIF Credit within twenty (20) Days following receipt of the completed DIF Credit Request.

9. DIF Program Modifications. The estimated cost in the City's DIF Program for DIF Improvements (or defined portions of DIF Improvements) as listed in Exhibit 4 and Developer's total DIF Obligation amount may be modified from time to time based on modifications to the City's DIF Program.

10. Assignment of DIF Credits. Developer shall have the right to transfer or assign DIF Credits provided for herein, to any person, partnership, limited liability company, joint venture, firm or corporation; provided, however, that any such sale, transfer or assignment shall only be made in strict compliance with the following:

(a) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, Developer (i) shall notify the City Manager, in writing, of such sale, transfer or assignment and (ii) shall provide the City with an executed agreement, by purchaser, transferee or assignee that identifies the amount of DIF Credits transferred.

(b) Except for the limited assignment above of DIF Credits, any assignment by Developer of any of the obligations of Developer under this Agreement (a "DIF Improvement Assignment") with regards to the Improvements listed in Exhibit 4, shall identify the Improvements that are the subject of the Assignment Agreement and require the written approval of the City Manager, which approval shall not be unreasonably withheld so long as adequate security as determined by City in its sole discretion, is in place to secure the Completion of the subject Improvements and any DIF Improvement Assignment not made in strict compliance with the foregoing conditions (other than a transfer under Section 19 below) shall, unless such obligations are performed by Developer when required by this Agreement notwithstanding such assignment, constitute a default by Developer and City shall have no further obligations with regard to acceptance of Certificates of DIF Credit issued to Developer, including any DIF Credit assigned or transferred by Developer.

(c) If Developer enters into a DIF Improvement Assignment with a successor in interest with respect to all or a part of the Property (a "Successor Developer") in accordance with Section 10(b) and the Successor Developer obtains DIF Credit pursuant to this Agreement upon its completion of the Improvements identified in the DIF Improvement Assignment, then

(i) such Successor Developer shall have the right to sell, transfer or assign to Developer, and Developer shall have the right to acquire from such Successor Developer, all or a portion of such DIF Credit by complying only with Section 10(b) above, and

(ii) Developer shall have the right to sell, transfer or assign all or a portion of such DIF Credit to other Successor Developers who acquire other portions of

the Property by complying only with Section 10(b) above, if the sale, transfer or assignment of such DIF Credit occurs concurrently with the conveyance of another portion of the Property to the other Successor Developer.

11. Additional Documents/Actions. The City Manager is authorized to approve and execute any documents and to take any actions necessary to effectuate the purposes of this Agreement.

12. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. This Agreement and that certain Memorandum of Agreement Regarding Development Impact Fee Credits ("MOA") recorded concurrently herewith, are companion documents and are intended to be interpreted together. The MOA supplements this Agreement with respect to, among other things, the timing and methodology for monetization of certain DIF Credits.

13. Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq. (as amended by Stats 2001 ch. 938 § 2 (S.B. 975)), and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq. (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The Bid Documents and each Developer's Contract shall require all contractors for the construction of Improvements to pay prevailing wages in accordance with the applicable provisions of the Labor Code. Developer 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 Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its officials, officers, employees, agents, contractors 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.

14. Default and Force Majeure.

(a) Default. Failure or delay by Developer or City to perform any of its obligations under this Agreement constitutes a default by such party under this Agreement. The party alleged to be in default shall have thirty (30) days after the date of the written notice by the other party to commence to cure such default. The party alleged to be in default shall diligently pursue such cure to completion within thirty (30) days or a reasonable timeframe if such default cannot be reasonably cured within thirty (30) days, as established in the written notice provided by the party asserting the default. If the party alleged to be in default has not cured its default within the cure period set forth therein, the defaulting party shall be deemed in breach. Any failure or delay in giving such notice or in asserting any rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the party not in default of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any of its rights or remedies. If any default by Developer is not cured within the time period provided by the City, City shall be entitled

to terminate this Agreement in its entirety and thereafter, the City shall be under no obligation to perform any of City's obligations hereunder, including, but not limited to, the issuance of DIF Credits that Developer may claim.

(b) Force Majeure. Notwithstanding the provisions contained in the foregoing paragraph, performance by either party hereunder shall not be deemed to be in default where delay or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine restrictions, freight embargoes, public transportation stoppage, governmental restrictions or priority, litigation brought by a third party, unusually severe weather, reasonably unforeseeable property conditions, acts of the other party, acts or failure to act of the other party or any other public or governmental agency or entity, or any causes beyond the control or without the failure of the party claiming an extension of time to perform (a “Force Majeure Event”). An extension of time for any such cause (an "Excusable Delay") shall be for the time period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause or from the date of the notice if provided after such thirty-day period. Notwithstanding the foregoing, none of the foregoing events shall constitute an Excusable Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming an Excusable Delay shall make a good faith effort to deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by City and Developer. The Parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them (unless such conditions were caused by a Force Majeure Event) that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement are not Force Majeure Events and do not provide any Party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking that may arise under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement, but that such inconvenience or hardship is not a Force Majeure Event and does not excuse the performance by such Party of its obligations under this Agreement. Without limiting the nature of the foregoing, the parties agree that the inability of Developer to obtain a satisfactory commitment from a construction lender for the improvement of the Property or to satisfy any other condition of this Agreement relating to the development of the Property shall not be deemed to be a Force Majeure Event or otherwise provide grounds for the assertion of the existence of a delay under this Section 14.

15. Licenses and Permits. The Developer shall secure (or shall cause to be secured) any and all permits that may be required by the City or any other governmental agency affected by the construction of the Improvements. The Developer shall be

responsible for paying all applicable fees and charges to the City to obtain any land use entitlements and permits that are necessary to construct the Improvements.

16. Indemnification. The Developer agrees to protect, indemnify, defend and hold the City, and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (collectively "Damages") that the City, or its respective officers, employees and agents, or any combination thereof, may suffer or that may be sought against or recovered or obtained from the City, or its respective officers, employees or agents, or any combination thereof, as a result of or by reason of or arising out of or in consequence of (a) the acquisition, construction, or installation of the Improvements; (b) the untruth or inaccuracy of any representation or warranty made by the Developer in this Agreement or in any certifications delivered by the Developer hereunder; or (c) any act or omission of the Developer or any of its subcontractors, or their respective officers, employees or agents, in connection with the Improvements. If the Developer fails to do so, the City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from the Developer. Notwithstanding the foregoing, neither the City nor its respective officers, employees, or agents shall be indemnified, defended or held harmless against such Damages to the extent that such Damages have been caused by their sole active negligence or sole willful misconduct. The parties acknowledge and agree that the Developer shall be released from the indemnity, defense and hold harmless obligations set forth herein upon the acceptance of the Improvements by the City and completion of the Warranty Period for such Improvements.

17. Developer as a Private Developer. In performing under this Agreement, it is mutually understood that the Developer is acting as a private developer, and not as an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Developer. Accordingly, this Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds or any other costs incurred in connection with the Project. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

18. Other Obligations. Nothing contained herein shall be construed as affecting the Developer's respective duty to perform its respective obligations under other agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Developer's rights and obligations, and the City's rights and obligations, under this Agreement; provided, however, that the Developer shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which could reasonably be expected to materially and adversely affect the design, acquisition, construction and installation of the

Improvements. This Agreement is not, and shall not be construed as, a statutory development agreement as authorized by Government Code sections 65864 et seq., and this Agreement shall not be interpreted as limiting the authority of the City to adopt and amend regulations concerning permitted uses of property, the density or intensity of use, the maximum height and size of proposed buildings, provisions for the reservation or dedication of land or the payment of impact fees for public purposes.

19. Binding on Successors and Assigns. Except as set forth in Section 10 or Section 23 hereof, neither this Agreement nor the duties and obligations of the Developer hereunder may be assigned to any person or legal entity other than an affiliate of the Developer without the written consent of the City, which consent shall not be unreasonably withheld or delayed. Neither this Agreement nor the duties and obligations of the City hereunder may be assigned to any person or legal entity, without the written consent of the Developer, which consent shall not be unreasonably withheld or delayed. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted and accepted assigns, and successors-in-interest of the parties hereto.

20. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer.

21. Waivers. No waiver of, or consent with respect to, any provision of this Agreement by a party hereto shall in any event be effective unless the same shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

22. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

23. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, at Developer'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. Developer shall have the right to encumber and assign its rights and interests hereunder to the lenders providing such financing as security for such financing without the consent of the City and without complying with Section 10 hereof. 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 Developer 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. A 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 or deed of trust 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 Developer in the performance of Developer'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 Developer under the terms of this Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days following the sending of the notice of default to Developer. 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 Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer 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 10 of this Agreement.

24. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to DEVELOPER:

Grove Land Venture, LLC
c/o Real Estate Development Associates, LLC
4450 MacArthur Boulevard, Suite 100
Newport Beach, CA 92660
Attn: Jason Krotts

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

With a copy to (legal counsel, if applicable):

Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Eighth Floor
Irvine, CA 92614
Attn: Matthew R. Fogt. Esq.
Email: mfogt@allenmatkins.com
Phone: (949)851-5453

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

25. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

27. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

28. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

30. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Description of Improvements
Exhibit 4 – Estimated Costs of Improvements
Exhibit 5 – Certificate of DIF Credit
Exhibit 6 – DIF Credit Request
Exhibit 7 – Form of Assignment, Sale, or Transfer of DIF Credit

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO, a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

“DEVELOPER”

Grove Land Venture, LLC

a Delaware limited liability company

Dated: _____ By: _____

Name: _____

Its: _____

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

STATE OF CALIFORNIA
COUNTY OF _____

On this ___ day of _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____ (Seal)

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

STATE OF CALIFORNIA
COUNTY OF _____

On this ___ day of _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____ (Seal)

Exhibit 1

Legal Description of Property
Parcel Map 20161

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 4, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31 AND 32 IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE MAP OF THE SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED IN BOOK 6, PAGE 15 OF MAPS OF RECORDS OF SAID COUNTY.

APNs: 1054-071-01, 1054-071-02, 1054-081-03, 1054-091-01, 1054-091-02, 1054-101-01, 1054-101-02, 1054-231-01, 1054-231-02, 1054-241-01, 1054-241-02, 1054-311-01, 1054-311-02, 1054-321-01, 1054-321-02.

Exhibit 2

Map of Property
Parcel Map 20161

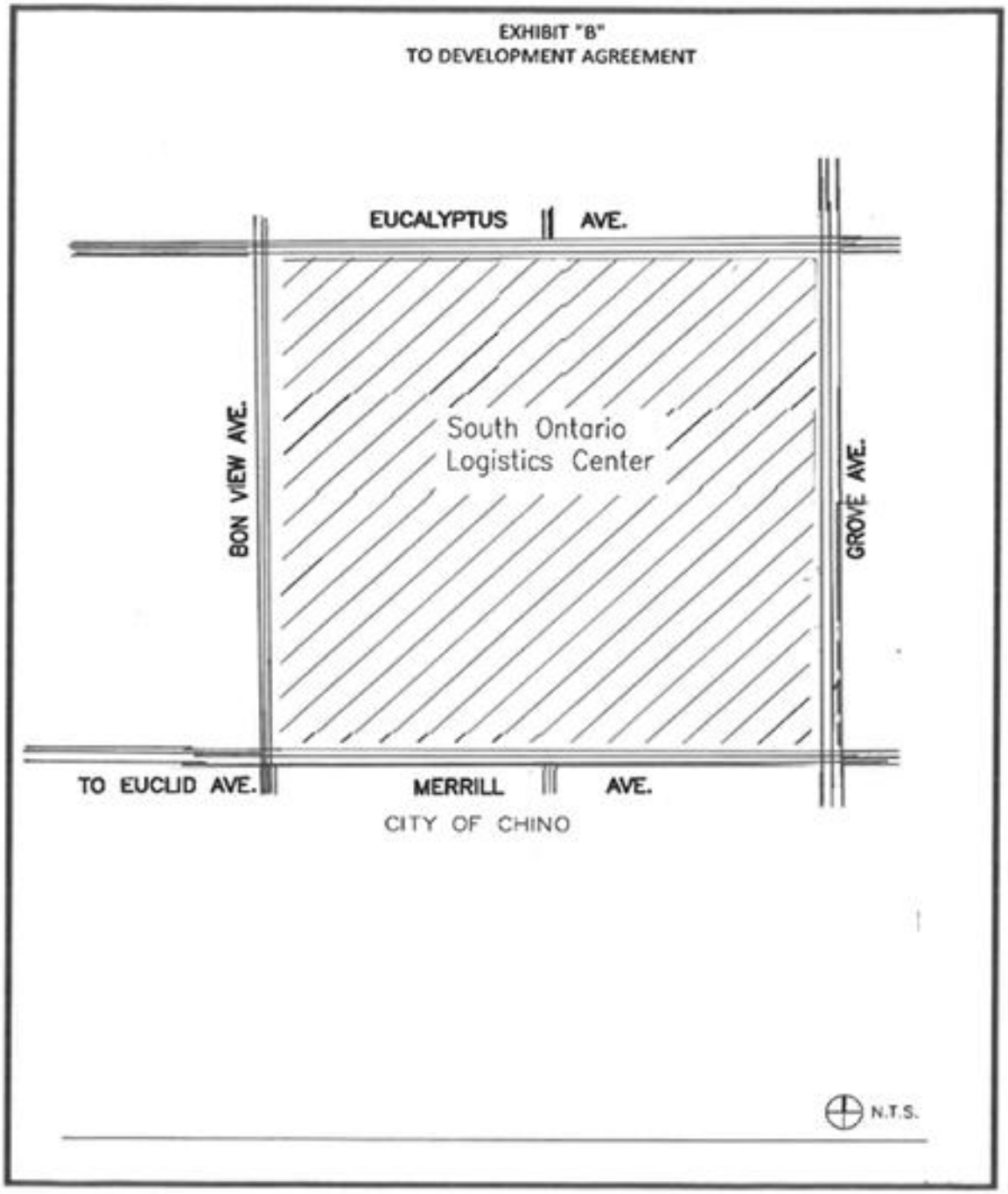


Exhibit 3

Description of Improvements

DIF Eligible Facilities: The DIF Eligible Facilities consist of the following Components and Segments; provided, however, that each such Segment described below shall constitute a Segment for purposes of this Agreement only if such Segment was constructed by or on behalf of the developer.

Local Adjacent Water and Recycled Water Facilities					
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)
PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" Waterline in Merrill Avenue - Bon View to Carpenter	9,000
PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	16" Waterline in Eucalyptus Avenue - Bon View to Grove	2,600
PM 20161 (GLV)	Local Adjacent Water	*WT-XXX	Francis Street 925' Zone Distribution Mains	12" Waterline in Bon View Avenue - Merrill to Eucalyptus	2,700
PM 20161 (GLV)	Local Adjacent Water	WT-011	Francis Street 925' Zone Distribution Mains	12" Waterline in Grove Avenue - Merrill to Eucalyptus	2,700
PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Merrill Avenue - Campus to Grove	3,900
PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Eucalyptus Avenue - Bon View to Grove	2,600
PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Bon View Avenue- Merrill to Eucalyptus	2,700
PM 20161 (GLV)	Local Adjacent Water	WT-016	Recycled Water Systems	8" Waterline in Grove Avenue- Merrill to Eucalyptus	2,700

*** To be included as part of the 2024 DIF Update, contingent on City Council Approval.**

Local Adjacent Sewer System Facilities					
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)
PM 20161 (GLV)	Local Adjacent Sewer	SW-010	Bon View Trunk Sewer	16" Sewer in Bon View Avenue - Merrill to Eucalyptus	2,700
PM 20161 (GLV)	Local Adjacent Sewer	SW-009	Grove Trunk Sewer	20" Sewer in Grove Avenue - Merrill to Eucalyptus	2,700

Exhibit 3 - Continued

Local Adjacent Streets and Bride Facilities					
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)
PM 20161 (GLV)	Local Adjacent Streets	ST-015	Merrill Avenue from Euclid to Archibald	Merrill Avenue - Full half, both sides, Euclid to Carpenter	13,100
PM 20161 (GLV)	Local Adjacent Streets	ST-011	Eucalyptus Avenue from Euclid to Milliken	Eucalyptus Avenue - Full half, south side, Bon View to Grove	2,600
PM 20161 (GLV)	Local Adjacent Streets	ST-013	Grove Avenue from Riverside to Merrill	Grove Avenue - Full half, west side, Merrill to Eucalyptus	2,700
PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Euclid at Merrill	Full Intersection Improvements
PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Euclid at Eucalyptus	Full Intersection Improvements
PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Bon View at Merrill	Full Intersection Improvements
PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Bon View at Eucalyptus	Full Intersection Improvements
PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Merrill at SOLC Driveway	Full Intersection Improvements
PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Traffic Signal - Eucalyptus at Grove	Full Intersection Improvements
PM 20161 (GLV)	Local Adjacent Streets	ST-024	Ontario Ranch Traffic Control System	Signalized Intersection between Merrill Avenue and Eucalyptus Avenue, on Grove	Full Intersection Improvements
PM 20161 (GLV)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Merrill Avenue - Euclid to Carpenter	11,800
PM 20161 (GLV)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Eucalyptus Avenue - Bon View to Grove	2,600
PM 20161 (GLV)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Bon View Avenue - Merrill to Eucalyptus	2,700
PM 20161 (GLV)	Local Adjacent Streets	ST-033	Construction of Street Lights in Major Streets	Street Lights Grove Avenue - Merrill to Eucalyptus	2,700

Exhibit 3 - Continued

Local Adjacent Fiber					
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)
PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Merrill Avenue - Bon View to Grove	2,600
PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Eucalyptus Avenue - Bon View to Grove	2,600
PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Bon View Avenue - Merrill to Eucalyptus	2,700
PM 20161 (GLV)	Local Adjacent Fiber	FO-004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Grove Avenue - Merrill to Eucalyptus	2,700

Exhibit 4

Estimated Costs of Improvements

Local Adjacent Water and Recycled Water Facilities

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20161 (GLV)	Local Adjacent Water	WT 011	Francis Street 925' Zone Distribution Mains	16" Waterline in Merrill Avenue - Bon View to Carpenter	9,000	$ 35,524,302	4.86%	$ 1,728,000	$ 4,604,040
PM 20161 (GLV)	Local Adjacent Water	WT 011	Francis Street 925' Zone Distribution Mains	16" Waterline in Eucalyptus Avenue - Bon View to Grove	2,600	$ 35,524,302	1.41%	$ 499,200	$ 1,651,889
PM 20161 (GLV)	Local Adjacent Water	WT XXX	Francis Street 925' Zone Distribution Mains	12" Waterline in Bon View Avenue - Merrill to Eucalyptus	2,700	TBD	TBD	TBD	$ 1,696,131
PM 20161 (GLV)	Local Adjacent Water	WT 011	Francis Street 925' Zone Distribution Mains	12" Waterline in Grove Avenue - Merrill to Eucalyptus	2,700	$ 35,524,302	1.09%	$ 388,800	$ 1,657,449
PM 20161 (GLV)	Local Adjacent Water	WT 016	Recycled Water Systems	8" Waterline in Merrill Avenue - Campus to Grove	3,900	$ 67,414,419	0.62%	$ 416,676	$ 917,440
PM 20161 (GLV)	Local Adjacent Water	WT 016	Recycled Water Systems	8" Waterline in Eucalyptus Avenue - Bon View to Grove	2,600	$ 67,414,419	0.56%	$ 374,400	$ 1,314,654
PM 20161 (GLV)	Local Adjacent Water	WT 016	Recycled Water Systems	8" Waterline in Bon View Avenue - Merrill to Eucalyptus	2,700	$ 67,414,419	0.43%	$ 288,468	$ 1,365,218
PM 20161 (GLV)	Local Adjacent Water	WT 016	Recycled Water Systems	8" Waterline in Grove Avenue - Merrill to Eucalyptus	2,700	$ 67,414,419	0.43%	$ 288,468	$ 1,136,511
							SUBTOTAL:	$ 3,984,012	$ 14,343,332

* To be included as part of the 2024 DIF Update, contingent on City Council Approval.

Local Adjacent Sewer System Facilities

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20161 (GLV)	Local Adjacent Sewer	SW 010	Bon View Trunk Sewer	16" Sewer in Bon View Avenue - Merrill to Eucalyptus	2,700	$ 4,903,394	21.26%	$ 1,042,281	$ 4,398,540
PM 20161 (GLV)	Local Adjacent Sewer	SW 009	Grove Trunk Sewer	20" Sewer in Grove Avenue - Merrill to Eucalyptus	2,700	$ 4,903,394	21.88%	$ 1,073,061	$ 4,336,011
							SUBTOTAL:	$ 2,115,342	$ 8,734,551

* To be included as part of the 2024 DIF Update, contingent on City Council Approval.

Regional Sewer System Facilities

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20161 (GLV)	Regional Sewer	SW 002	Western Trunk Sewer	36" Sewer in Merrill Avenue - Euclid to Grove	6,700	$ 35,524,302	20.82%	$ 7,397,001	$ 9,131,239
PM 20161 (GLV)	Regional Sewer	SW 002	Western Trunk Sewer	36" Sewer in Euclid Avenue - Merrill to Kimball	5,200	$ 35,524,302	16.16%	$ 5,740,956	$ 9,239,620
							SUBTOTAL:	$ 13,137,957	$ 18,370,859

* To be included as part of the 2024 DIF Update, contingent on City Council Approval.

Local Adjacent Storm Drain Facilities

Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20161 (GLV)	Local Adjacent Storm Drain	SD 005	Merrill Avenue - Euclid to Bon View	Merrill Avenue - Euclid to Bon View	4,300	$ 7,046,489	100.00%	$ 7,046,489	$ 12,896,054
PM 20161 (GLV)	Local Adjacent Storm Drain	SD 007	Bon View, 1,320' N/O Chino to Merrill	Bon View Avenue - Merrill to Eucalyptus	2,700	$ 8,511,617	22.86%	$ 1,947,573	$ 4,625,140
PM 20161 (GLV)	Local Adjacent Storm Drain	SD 002	Grove Avenue, Grove Basin to Merrill	Grove Avenue - Merrill to Eucalyptus	2,700	$ 12,233,373	22.69%	$ 2,775,639	$ 4,625,127
							SUBTOTAL:	$ 11,769,702	$ 22,146,321

* To be included as part of the 2024 DIF Update, contingent on City Council Approval.

Exhibit 4 - Continued

Regional Storm Drain Facilities									
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20161 (GLV)	Regional Storm Drain	SD 050	Offsite Euclid Avenue Storm Drain	Euclid Avenue - South of Merrill	650	$ 21,110,125	5.00%	$ 1,055,506	$ 4,118,576
							SUBTOTAL:	$ 1,055,506	$ 4,118,576

* To be included as part of the 2024 DIF Update, contingent on City Council Approval.

Local Adjacent Streets and Bride Facilities									
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20161 (GLV)	Local Adjacent Streets	ST 015	Merrill Avenue from Euclid to Archibald	Merrill Avenue - Full half, both sides, Euclid to Carpenter	13,100	$ 5,753,226	75.72%	$ 4,356,489	$ 28,827,598
PM 20161 (GLV)	Local Adjacent Streets	ST 011	Eucalyptus Avenue from Euclid to Milliken	Eucalyptus Avenue - Full half, south side, Bon View to Grove	2,600	$ 8,764,717	9.39%	$ 822,681	$ 3,156,264
PM 20161 (GLV)	Local Adjacent Streets	ST 013	Grove Avenue from Riverside to Merrill	Grove Avenue - Full half, west side, Merrill to Eucalyptus	2,700	$ 8,293,822	20.45%	$ 1,696,464	$ 3,230,874
PM 20161 (GLV)	Local Adjacent Streets	ST 024	Ontario Ranch Traffic Control System	Traffic Signal - Euclid at Merrill	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20161 (GLV)	Local Adjacent Streets	ST 024	Ontario Ranch Traffic Control System	Traffic Signal - Euclid at Eucalyptus	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20161 (GLV)	Local Adjacent Streets	ST 024	Ontario Ranch Traffic Control System	Traffic Signal - Bon View at Merrill	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20161 (GLV)	Local Adjacent Streets	ST 024	Ontario Ranch Traffic Control System	Traffic Signal - Bon View at Eucalyptus	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 585,608
PM 20161 (GLV)	Local Adjacent Streets	ST 024	Ontario Ranch Traffic Control System	Traffic Signal - Merrill at SOLC Driveway	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 585,608
PM 20161 (GLV)	Local Adjacent Streets	ST 024	Ontario Ranch Traffic Control System	Traffic Signal - Eucalyptus at Grove	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20161 (GLV)	Local Adjacent Streets	ST 024	Ontario Ranch Traffic Control System	Signalized Intersection between Merrill Avenue and Eucalyptus Avenue, on Grove	Full Intersection Improvements	$ 25,812,097	1.55%	$ 400,000	$ 677,162
PM 20161 (GLV)	Local Adjacent Streets	ST 033	Construction of Street Lights in Major Streets	Street Lights Merrill Avenue - Euclid to Carpenter	11,800	$ 3,449,315	0.00%	$ 496,000	$ 715,677
PM 20161 (GLV)	Local Adjacent Streets	ST 033	Construction of Street Lights in Major Streets	Street Lights Eucalyptus Avenue - Bon View to Grove	2,600	$ 3,449,315	0.00%	$ 111,600	$ 266,537
PM 20161 (GLV)	Local Adjacent Streets	ST 033	Construction of Street Lights in Major Streets	Street Lights Bon View Avenue - Merrill to Eucalyptus	2,700	$ 3,449,315	0.00%	$ 111,600	$ 213,230
PM 20161 (GLV)	Local Adjacent Streets	ST 033	Construction of Street Lights in Major Streets	Street Lights Grove Avenue - Merrill to Eucalyptus	2,700	$ 3,449,315	0.00%	$ 111,600	$ 213,230
							SUBTOTAL:	$ 10,506,434	$ 41,180,438

* To be included as part of the 2024 DIF Update, contingent on City Council Approval.

Exhibit 4 - Continued

Local Adjacent Fiber									
Project	DIF Category	DIF program No.	DIF Project Description	Segment Description	Project Scope/Length (LF)	Total DIF Project Cost	Segment Cost Percentage	Maximum Eligible Cost	* Estimated Actual Cost
PM 20161 (GLV)	Local Adjacent Fiber	FO 004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Merrill Avenue - Bon View to Grove	2,600	$ 14,874,465	0.72%	$ 107,606	$ 140,502
PM 20161 (GLV)	Local Adjacent Fiber	FO 004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Eucalyptus Avenue - Bon View to Grove	2,600	$ 14,874,465	0.72%	$ 107,606	$ 61,092
PM 20161 (GLV)	Local Adjacent Fiber	FO 004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Bon View Avenue - Merrill to Eucalyptus	2,700	$ 14,874,465	0.75%	$ 111,745	$ 122,184
PM 20161 (GLV)	Local Adjacent Fiber	FO 004	Distribution Network - Major Streets Conduit Systems	Fiber Optic Grove Avenue - Merrill to Eucalyptus	2,700	$ 14,874,465	0.75%	$ 111,745	$ 122,184
							SUBTOTAL:	$ 438,702	$ 445,961
								$ 43,007,654	$ 109,340,039

* To be included as part of the 2024 DIF Update, contingent on City Council Approval.

Exhibit 5

Certificate of DIF Credit

Pursuant to Section 6 of the Development Impact Fee Credit Agreement for Facility Construction by and between the City of Ontario and _____ dated _____, 202_, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Fee Credit Agreement" , the City of Ontario hereby certifies that Developer is entitled to the following amount and nature of DIF Credits:

Amount of Credit: $_____
Infrastructure Category of DIF: _____
Local Adjacent or Regional Category of DIF: _____

_____
Scott Ochoa, City Manager

Dated: _____

Exhibit 6

DIF Credit Request

The undersigned (the "Developer"), hereby requests DIF Credits in the DIF categories and amounts specified in Attachment 1 hereto. In connection with this Credit Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer or representative of the Developer, qualified to execute this Credit Request on behalf of the Developer and is knowledgeable as to the matters set forth herein.

2. All costs of the Improvements for which credit is requested hereby are Eligible Costs (as defined in the Fee Credit Agreement) and have not been inflated in any respect. The Eligible Costs for which credit is requested have not been the subject of any prior credit request submitted to the City.

3. Supporting documentation (such as the applicable Developer Contract, third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which credit is requested.

4. The Improvement for which credit is requested was constructed in accordance with the requirements of the Fee Credit Agreement.

5. Please issue a Certificate of DIF Credit to the Developer in the amount requested.

I declare under penalty of perjury that the above representations and warranties are true and connect.

DEVELOPER	CITY
[INSERT ENTITY]	Credit Request Approved
By: _____	By: _____
Authorized Representative of Developer	Scott Ochoa, City Manager
Date: _____	Date: _____

ATTACHMENT 1

SUMMARY OF IMPROVEMENTS AND REQUESTED DIF CREDITS

Improvement	Eligible Costs/Contract Amount	DIF Credit Requested

[List here all Improvements for
which credit is requested, and attach support documentation]

Exhibit 7

Form of Assignment, Sale, or Transfer of DIF Credit

From _____ to _____

This Sale or Transfer of DIF Credit ("DIF Credit Transfer") is entered into as of _____, 20__, between _____, a _____ _____"Transferor")
and_____ ("Transferee").

A. Transferor is doing business in the City of Ontario.

B. Pursuant to that certain Certificate of DIF Credit (the "Certificate") issued by the City of Ontario to _____, dated _____, an amount of DIF Credit was made available to the Transferor for use in the City. A copy of the DIF Credit Certificate is issued to _____ by CITY is attached hereto and incorporated herein as Exhibit "C-2".

C. Transferee is owner of real property within the City of Ontario and further described as Parcel Map or Tract Map No. _____ . (or other description of the property).

D. Pursuant to the terms of this DIF Credit Assignment, Transferee desires to receive from the Transferor, a share of the DIF Credit issued to Transferor doing business in the City.

For good, valuable and sufficient consideration received, the receipt of which is hereby acknowledged, the Transferor and Transferee hereby agree as follows:

1. TRANSFER

The Transferor hereby assigns, transfers and conveys to Transferee the DIF Credit of:

DIF Credit Category	DIF Credit Amount
_____	_____

2. ACCEPTANCE

Transferee hereby accepts and assumes DIF Credit as listed above. Transferee and CITY shall track DIF Credit as it is redeemed, and the remaining balance to be used, by completing, dating and initialing Exhibit "D-3" attached hereto and incorporated herein. The original Exhibit "C-2" shall not be removed from this Transfer Agreement.

3. EFFECTIVE DATE.

This Transfer Agreement shall become effective as of the date first above written.

4. TRANSFEROR'S REPRESENTATIONS AND WARRANTIES.

The Transferor makes the following representations and warranties, which representations and warranties shall survive this DIF Credit Transfer:

The Transferor has the full power and authority to enter into this DIF Credit Transfer.

The execution, delivery and performance of this DIF Credit Transfer will not result in any violation or default under its organizational documents or any instruments to which the Transferor is a party.

From and after the date of this DIF Credit Transfer, the Transferor shall have no further rights, title or interest in or to the DIF Credit.

5. TRANSFEREE'S REPRESENTATION AND WARRANTIES.

Transferee makes the following representations and warranties, which representations and warranties shall survive this Transfer:

Transferee is the owner of Parcel Map or Tract Map No. _____ (or other property description) in the City of Ontario.

Transferee has the full power and authority to enter into this DIF Credit Transfer.

This DIF Credit Transfer, when executed, shall constitute a valid and legal obligation binding as to Transferee.

6. NOTICES.

All notices, consents, waivers and other communications under this DIF Credit Transfer must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties); (c) when received by the addresses as confirmed by a confirmation receipt, if sent by facsimile to the appropriate facsimile number designated below (or to such other facsimile number as the parties may designate by notice to the other parties).

If to the Transferor: Entity Name: _____
Address: _____

Attention: _____
Phone: _____
Email: _____

If to Transferee: Entity Name: _____
Address: _____

_____
Attention: _____
Phone: (___) _____
Email: _____

7. GENERAL PROVISIONS.

Severability. In the event that the application of any of the provisions of this DIF Credit Transfer are held to be unenforceable or invalid, the validity and enforceability of other applications of that provision and of the remaining provisions shall not be affected.

Counterparts. This DIF Credit Transfer may be executed in counterparts.

Entire Agreement. This DIF Credit Transfer contains the entire final understanding of and between the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this DIF Credit Transfer. There are no representations, agreements, arrangements or understandings, oral or written, between the parties that are not fully set forth herein.

Construction. Every covenant, term and provision of this DIF Credit Transfer shall be construed simply according to its fair meaning and not strictly for or against any party.

No Modifications. No supplement, modifications or amendment to this DIF Credit Transfer shall be binding unless executed in writing by both parties.

Further Assurances. The Transferor and Transferee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this DIF Credit Transfer.

No Third Party Beneficiaries. This DIF Credit Transfer Agreement is made and entered into for the sole protection and benefit of the parties hereto, the City of Ontario, and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this DIF Credit Transfer Agreement.

IN WITNESS WHEREOF, the Transferor and Transferee have duly executed this DIF Credit Transfer as of the date first written above.

TRANSFEROR:

Entity Name _____, a _____

By: _____

By: _____

TRANSFEREE:

Entity Name _____, a _____

By: _____

By: _____

(All Signatures must be notarized)

EXHIBIT “C-2” to Transfer of DIF Credit

(Certificate of DIF Credit)

(Original DIF Credit Certificate issued by City must be attached).

EXHIBIT "D-3" to Transfer of DIF Credit

Available DIF Credit Reconciliation

DIF Credit Category _____

Assigned to: _____

Date Assigned to: _____

Transferee: _____

Date Transferred: _____

Starting DIF Credit Balance	Amount Redeemed	Date	Remaining DIF Credit Balance	City's Initials	Transferee's Initials

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF ONTARIO
CITY CLERK/RECORDS MANAGEMENT
303 EAST "B" STREET
ONTARIO, CA 91764-4196

Space above this line for Recorder's Use
Exempt from Fees Per Gov. Code § 6103

MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS

By and Between

City of Ontario
a California municipal corporation

and

Grove Land Venture, LLC
a Delaware limited liability company

_____, 2026

San Bernardino County, California

MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS

This MEMORANDUM OF AGREEMENT REGARDING DEVELOPMENT IMPACT FEE CREDITS ("Agreement"), entered into this _____ day of _____, 2026, between the CITY OF ONTARIO, a California municipal corporation, hereinafter referred to as the "City," and GROVE LAND VENTURE, LLC, a Delaware limited liability company, hereinafter referred to as the "Developer."

RECITALS

A. Developer is the owner and developer of property located within the City, which property has received development approvals from the City, including the South Ontario Logistics Center Specific Plan ("Specific Plan") and Parcel Map No. 20161 (the "Parcel Map"). A legal description of the property is attached hereto as Exhibit 1 and incorporated herein by reference (the "Property"). A map of the Property is attached hereto as Exhibit 2 and incorporated herein by reference.

B. As a condition of the development approvals for the Property, including the Specific Plan and Parcel Map approvals, Developer is required to construct those public improvements ("Improvements") as described in that certain Development Impact Fee Credit Agreement For Facility Construction by and between the City and Developer recorded concurrently herewith ("DIF Agreement").

C. On July 1, 2003, City Ordinance No. 2779 was adopted establishing certain development impact fees ("DIF Fees") to be paid as a condition to the issuance of certain entitlements within the City. Section 7 of Ordinance 2779 authorizes the City Manager, when he or she determines that the public interest would be served by such an agreement, to execute agreements on behalf of the City with applicants in order to provide a credit ("DIF Credits") to the applicant against certain DIF Fees in exchange for the applicant's construction and dedication of public improvements, upon reasonable terms and conditions as may be determined on a case by case basis and subject to City Council approval.

D. City and Developer previously entered into a statutory development agreement (File No. PDA 21-005), pursuant to Section 65864, et seq., of the Government Code ("Development Agreement"). Developer has assumed all rights, responsibilities and obligations of the Development Agreement, including the design and construction of the Improvements and such Improvements are included in the City's Development Impact Fee (DIF) Program ("DIF Program") as a project, or a portion of a project and eligible for DIF Credits against DIF Fees.

E. Many of the Improvements required to be constructed by Developer are regional in nature and will benefit a much larger area beyond the Property, including, without limitation, areas within the broader Ontario Ranch area. The cost of these regional Improvements greatly exceeds both the DIF Fees Developer is required to pay

in conjunction with the development of the Property and/or the ability of Developer to use or timely monetize such DIF Credits under the City's current DIF Program.

F. Additionally, many of the Improvements constructed by Developer will benefit a 75-acre parcel owned by San Bernardino County bounded by Campus, Eucalyptus, Bon View, and Merrill ("County Site"). The County Site, which is not under the Developer's control, is significantly benefited by the infrastructure that Developer was required to install. The public infrastructure attributable to the County Site was a requirement under this and an adjacent Specific Plan. In order to avoid a disproportionate windfall to the County Site and given the substantial costs incurred by Developer that directly benefit the County Site, the City agrees, for Developer's benefit, to use DIF Fees paid in cash (and not in DIF Credits) to the City by the developer of the County Site ("County Site Developer") to monetize an equal amount of DIF Credits held by Developer for Improvements benefitting the County Site, provided such DIF Fees shall only be used to satisfy credits relating to DIF in the same category. For the avoidance of doubt, this means that DIF Fees paid for water can only be used to monetize DIF Credits for water.

G. City and Developer have agreed that the costs to design and construct the Improvements shall be eligible for DIF Credits in accordance with the City's [Ontario Ranch] DIF Credit policies as contained in the City's DIF Program and Ordinance Nos. 2779 and 2780, and Resolution Nos. 2003-39, 2003-070, 2019-135, 2022-133, 2023-036, and 2025-010 (and the City shall not favor other property owners with respect to the redemption of DIF Credits) in accordance with the monetization schedule described therein. The City shall issue DIF Credits to the maximum extent possible under the City's DIF Program.

H. Developer's DIF Credits will significantly exceed Developer's DIF obligations given the extraordinary Improvements that Developer built that benefits the larger Ontario Ranch Area. Developer's ability to monetize the DIF Credits under the existing DIF Program would otherwise take decades as such area develops. In recognition of the significant contribution by Developer to construct these regional Improvements, the City agrees to modify the DIF Program to accelerate the monetization of the DIF Credits for Storm Drainage, Sewer and Water Improvements constructed by Developer that benefit the portion of the Ontario Ranch that lies north of Eucalyptus Avenue earlier than currently allowed under the DIF Program. The DIF Credits subject to this acceleration are shown on Exhibit 3, attached hereto ("Monetized DIF Credits").

I. The exact modifications of the DIF Program to accommodate the accelerated monetization mentioned above are not yet final. Notwithstanding the current lack of certainty, the City agrees to modify its DIF Program to incorporate provisions to accelerate the monetization of the Monetized DIF Credits above and beyond what would otherwise be monetized under the current DIF Program by December 31, 2026 that will provide for the monetization of such Monetized DIF Credits on or before December 31, 2033.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual promises contained herein, it is agreed as follows:

1. Monetization. In recognition of the significant contribution by Developer to construct significant and costly regional infrastructure and the significant amount of unpaid DIF Credits in the larger system, the City agrees to modify its DIF Program by December 31, 2026. The modified DIF Program will provide for the monetization of such Monetized DIF Credits on or before December 31, 2033 above and beyond what would otherwise be monetized under the current DIF Program as follows: the accelerated monetization shall provide for fifty percent (50%) monetization based off of unaudited Developer requests, and any additional monetization will be based on the results of a City audit.

2. County Site DIF Credit Monetization. Within thirty (30) days of receipt by the City of DIF Fees paid by the County Site Developer in cash, and not through redeeming DIF Credits, the City shall monetize an equal number of DIF Credits held by Developer in the same category of DIF as the DIF Fees paid. For example, the City shall monetize DIF Credits for water from DIF Fees paid in cash for water by the County Site Developer. The City shall have no obligation to (a) monetize DIF Credits with DIF Fees paid by the County Site Developer with DIF Credits, or (b) monetize DIF Credits from DIF Fees paid relating to a DIF in a different DIF category.

3. Integration. This Agreement reflects the complete understanding of the parties with respect to the subject matter hereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Development Agreement. This Agreement and the DIF Agreement are companion documents and shall be interpreted together. The DIF Credit Agreement controls credit eligibility and administration, and this Agreement controls timing and monetization.

4. Amendments. This Agreement can only be amended by an instrument in writing executed and delivered by the City and the Developer. The City Manager is hereby authorized to enter into with Developer minor modifications of this Agreement that do not materially impact the purpose or intent of this Agreement.

5. No Third Party Beneficiaries. No person or entity, other than the City, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

6. Notices. Any written notice, statement, demand, consent approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to CITY:
Scott Ochoa, City Manager
City of Ontario
303 East "B" Street
Ontario, CA 91764

If to DEVELOPER:
Grove Land Venture, LLC
c/o Real Estate Development Associates, LLC
4450 MacArthur Boulevard, Suite 100
Newport Beach, CA 92660
Attn: Jason Krotts

with a copy to:
Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

with a copy to:
Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Eighth Floor
Irvine, CA 92614
Attn: Matthew R. Fogt, Esq.
Email: mfogt@allenmatkins.com
Phone: (949) 851-5453

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, upon the sender's receipt of an appropriate confirmation, answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

7. Jurisdiction and Venue. City and the Developer (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of San Bernardino or in the Courts of the United States of America in the district in which the City is located, (b) consent to the jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection that it may have to the laying of venue or any suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the City and the Developer agrees that a final and non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8. Attorneys' Fees. If any action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit (including both prejudgment and post judgment fees and costs) as determined by the court as part of the judgment.

9. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

10. Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

12. Incorporation by Reference. The following Exhibits attached hereto and the Recitals of this Agreement are hereby incorporated by reference as though fully set forth herein:

Exhibit 1 – Legal Description of Property
Exhibit 2 – Map of Property
Exhibit 3 – Monetized DIF Credits

[*Signatures On Next Page*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

"CITY"

CITY OF ONTARIO, a California municipal corporation

Dated: _____ By: _____
Scott Ochoa, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER, LLP

By: _____
City Attorney

"DEVELOPER"

GROVE LAND VENTURE, LLC
a Delaware limited liability

Dated: _____ By: _____

Name: _____
Its: _____

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 1

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 4, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31 AND 32 IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE MAP OF THE SUBDIVISION OF RANCHO SANTA ANA DEL CHINO, IN THE CITY OF ONTARIO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED IN BOOK 6, PAGE 15 OF MAPS OF RECORDS OF SAID COUNTY.

APNs: 1054-071-01, 1054-071-02, 1054-081-03, 1054-091-01, 1054-091-02, 1054-101-01, 1054-101-02, 1054-231-01, 1054-231-02, 1054-241-01, 1054-241-02, 1054-311-01, 1054-311-02, 1054-321-01, 1054-321-02.

Exhibit 2

Map of Property

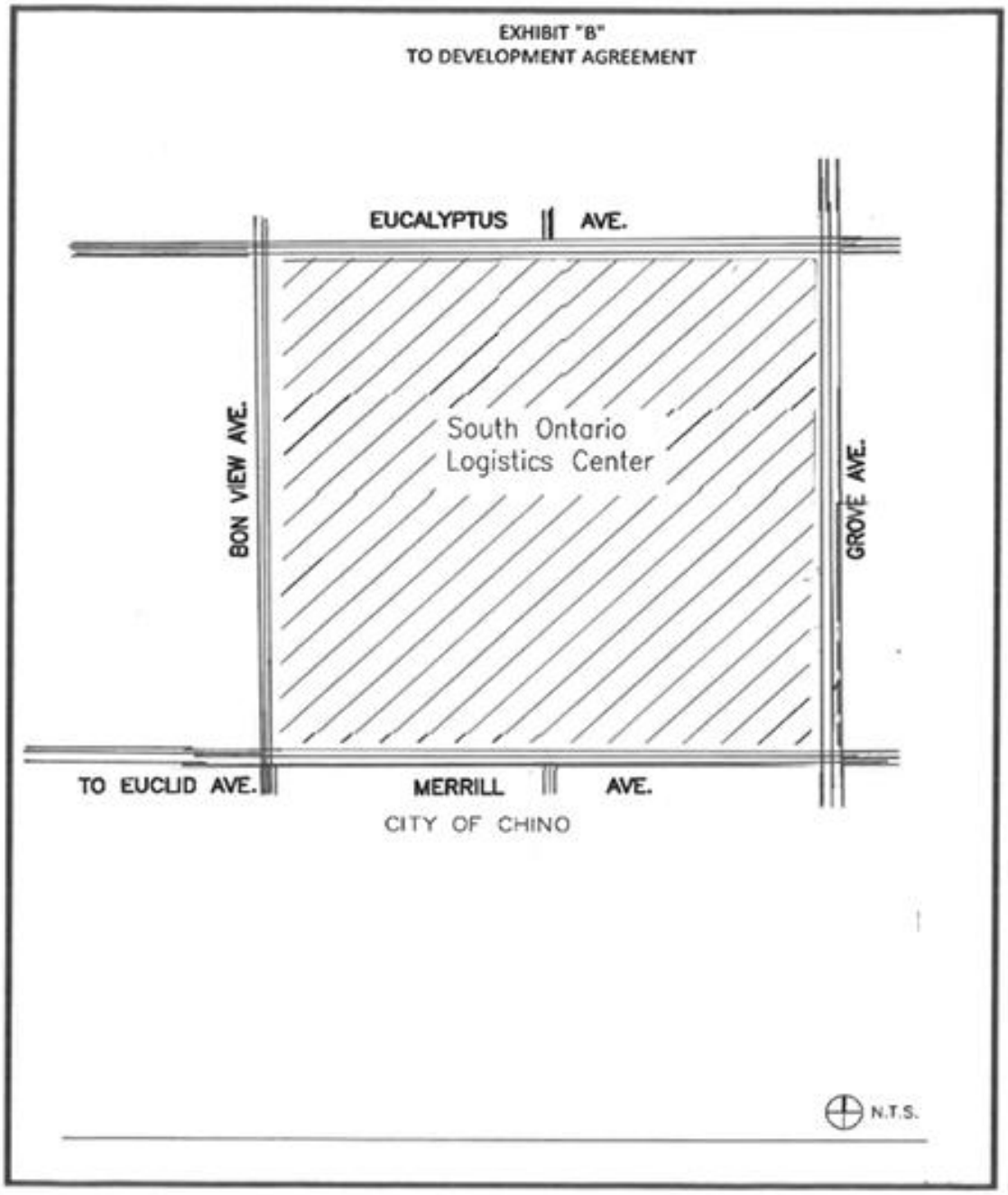


Exhibit 3

Monetized DIF Credits (Continued)

PRELIMINARY ESTIMATE OF DEVELOPER'S DIF CREDITS AND DIF FEE OBLIGATIONS RELATING TO THE ACCELERATED MONETIZABLE DIF CREDITS

		Euclid Land Venture, LLC	Euclid Land Venture 2, LLC	Grove Land Venture, LLC		
		PDIF 21-001	PDIF 26-002	PDIF26-003		
REGIONAL SEWER - ESTIMATED DIF CREDITS						
Euclid Avenue - Kimball Avenue to Merrill Avenue [cost share with Prologis] **NOTE 1**	SW-002	*4,619,810*	*4,619,810*	*4,619,810*		
Merrill Avenue Sewer - Euclid to Sultana only	SW-002	1,826,248				
Merrill Avenue Sewer - Euclid to Campus only	SW-002		3,652,496			
Merrill Avenue Sewer - Euclid to Grove	SW-002			9,131,239		
Total Estimated Regional DIF Credits (less Prologis portion)		6,446,058	8,272,306	13,751,049	13,751,049	
ESTIMATED REGIONAL SEWER DIF FEES					Estimated Regional Sewer DIF Credits less estimated Regional Sewer DIF Fees paid	
Actual Regional Sewer DIF Fees paid for ELV		145,923				
Estimated Regional Sewer DIF Fees paid for ELV2			270,033			
Estimated Regional Sewer DIF Fees paid for GLV				620,476		
Total Estimated Regional DIF Fees		145,923	270,033	620,476	$	12,714,617
LOCAL ADJACENT SEWER - ESTIMATED DIF CREDITS						
Euclid Trunk Sewer - 20" from Merrill to Eucalyptus	SW-011	4,336,018				
Sultana Trunk Sewer - 16" from Merrill to Eucalyptus	SW-054	3,505,878	3,505,878			
Campus Trunk Sewer - 16" from Merrill to Eucalyptus	SW-055		3,069,509			
Bon View Trunk Sewer - 16" from Merrill to Eucalyptus	SW-010			4,398,540		
Grove Trunk Sewer - 20" from Merrill to Eucalyptus	SW-009			4,321,730		
		7,841,896	6,575,387	8,720,270	$ 19,631,675	
ESTIMATED LOCAL ADJACENT SEWER DIF FEES					Estimated Local Adjacent Sewer DIF Credits less estimated Local Adjacent Sewer DIF Fees paid	
Actual Local Adjacent Sewer DIF Fees paid for ELV		219,723				
Estimated Local Adjacent Sewer DIF Fees paid for ELV2			404,433			
Estimated Local Adjacent Sewer DIF Fees paid for GLV				672,716		
Total Estimated Local Adjacent DIF Fees		219,723	404,433	672,716	$	18,334,803
REGIONAL WATER - ESTIMATED DIF CREDITS						
Eucalyptus Avenue - Grove Avenue to Carpenter Avenue (Prologis)	WT-011	Prologis	Prologis	Prologis		
Grove Avenue - Eucalyptus Avenue to Chino Avenue (Phase 2A Water in lieu Fee)	WT-011	5,704,275	5,704,275	5,704,275		
Balance of Phase 2 Water System north of Chino Avenue (Phase 2B in lieu Fee)		waived	958,917	2,048,438		
Total Estimated Regional DIF Credits		5,704,275	6,663,192	7,752,713	8,711,630	
ESTIMATED REGIONAL WATER DIF FEES					Estimated Regional Water DIF Credits less actual Regional Water DIF Fees paid	
Actual Regional Water DIF Fees paid for ELV		2,569,581				
Estimated Regional Water DIF Fees paid for ELV2			2,948,165			
Estimated Regional Water DIF Fees paid for GLV				5,721,317		
Total Estimated Regional DIF Fees		2,569,581	2,948,165	5,721,317	$	(2,527,433)

Exhibit 3

Monetized DIF Credits

PRELIMINARY ESTIMATE OF DEVELOPER'S DIF CREDITS AND DIF FEE OBLIGATIONS RELATING TO THE ACCELERATED MONETIZABLE DIF CREDITS

		Euclid Land Venture, LLC PDIF 21-001	Euclid Land Venture 2, LLC PDIF 26-002	Grove Land Venture, LLC PDIF26-003	
REGIONAL STORM DRAIN – ESTIMATED DIF CREDITS					
Euclid Avenue Storm Drainage – South of Merrill Avenue (in lieu Fee)	SD-050	2,446,191	2,880,450	4,012,190	
Transition Structure in Euclid Avenue south of Merrill Avenue (includes Debris Separation Baffle Boxes)	SD-050	4,118,576	4,118,576	4,118,576	
Total Estimated Regional DIF Credits		6,564,767	6,999,026	8,130,766	13,457,407
ESTIMATED REGIONAL STORM DRAIN DIF					Estimated Regional Storm Drainage DIF Credits less actual Regional Storm Drainage DIF Fees paid
Actual Regional Storm Drainage DIF Fees paid for ELV		807,507			
Estimated Regional Storm Drainage DIF Fees paid for			980,001		
Estimated Regional Storm Drainage DIF Fees paid for				1,309,530	
Total Estimated Regional DIF Credits		807,507	980,001	1,309,530	$ 10,360,369
LOCAL ADJACENT STORM DRAIN –					
Merrill Avenue – 9.5' x 9.5', Euclid to Sultana only	SD-005	included below			
Merrill Avenue – 9.5' x 9.5', Euclid to Campus only	SD-005	included below	included below		
Merrill Avenue – 9.5' x 9.5', Euclid to Bon View	SD-005	included below	included below	12,896,054	
Eucalyptus Avenue – 90" SD, Euclid to Sultana	SD-008	2,855,631			
Euclid Avenue – 108" SD, Merrill to Eucalyptus	SD-001	8,353,218			
Campus Avenue – 60" SD, Merrill to Eucalyptus	SD-006		2,463,201		
Bon View Avenue – 102" SD, Merrill to Eucalyptus	SD-007			4,625,140	
Grove Avenue – 120" SD, Merrill to Eucalyptus (cost share with Prologis) NOTE 1	SD-002			*4,349,700*	
		11,208,849	2,463,201	21,870,894	35,542,944
ESTIMATED LOCAL ADJACENT STORM DRAIN					
Actual Local Adjacent Storm Drainage DIF Fees paid for		2,422,359			Estimated Local Adjacent Storm Drainage DIF Credits less estimated Local Adjacent Storm Drainage DIF Fees paid
Estimated Local Adjacent Storm Drainage DIF Fees paid for ELV2			2,286,692		
Estimated Local Adjacent Storm Drainage DIF Fees paid for GLV				4,715,687	
Total Estimated Local Adjacent DIF Credits		2,422,359	2,286,692	4,715,687	$ 26,118,206
updated: July 28, 2025					
DIF Credits from Storm Drainage, Water and Sewer Improvements benefitting property North of Eucalyptus				91,094,705	
Total Estimated DIF Fee Obligation				26,094,143	
Cost of Improvements in excess of Fee obligation					$ 65,000,562
Monetized DIF Credits associated with this MOA NOTE 2					**$ 31,419,800**

NOTE 1: Improvements constructed by Prologis. DIF Credits split 50/50 between Prologis and ELV or ELV2 or GLV.

NOTE 2: The itemization of the estimated monetization between Euclid Land Venture, Euclid Land Venture 2, and Grove Land Venture is subject to how the DIF Credits are awarded to each individual entity.

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Daniel P Beers Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Rene Guerrero, Andrea Ampig Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RMA GROUP AND AN AMENDMENT TO THE AGREEMENT WITH KIZH NATION RESOURCES MANAGEMENT FOR THE ONTARIO SPORTS EMPIRE PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 6 to the Professional Services Agreement with RMA Group, of Rancho Cucamonga, California, to provide on-call geotechnical consulting, materials testing, and special inspection services for the Ontario Sports Empire project in the amount of $1,504,150 for a total not-to-exceed contract amount of $7,147,513; and
B. Authorize an extension to the Agreement with Kizh Nation Resources Management to monitor all groundwork to ensure that any Native American Cultural Resources are properly mitigated per the approved Environmental Impact Report for the Ontario Sports Empire project in the amount of $385,805 for a total not-to-exceed contract amount of $1,386,765.

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

FISCAL IMPACT: The proposed Amendment No. 6 to the Professional Services Agreement with RMA Group is in the amount of $1,504,150 for a total not-to-exceed contract amount of $7,147,513. The Kizh Nation Resources Management agreement extension is in the amount of $385,805 for a total not-to-exceed contract amount of $1,386,765. If approved, additional appropriations in the Capital Projects – Measure Q Fund will be included in future quarterly budget updates to the City Council as needed for the Ontario Sports Empire project.

BACKGROUND & ANALYSIS: On October 15, 2024, the City Council approved an amendment to the Professional Services Agreement with RMA Group to provide geotechnical consulting, materials

testing and special inspection services for the Ontario Sports Empire project. Staff recommends approving Amendment No. 6 to the Professional Services Agreement with RMA Group to provide additional geotechnical consulting, compaction testing, fenestration testing, and special inspection services for the Ontario Sports Empire project.

On August 6, 2024, the City Council approved the Environmental Impact Report for the Ontario Sports Empire. On October 10, 2024, the City Council approved an Agreement with Kizh Nation Resources Management for Native American Cultural Resources mitigation for the Professional Baseball Stadium project. If the extension is approved, as recommended, Kizh Nation Resources Management will monitor all groundwork to ensure the Native American Cultural Resources are properly mitigated per the approved Environmental Impact Report for the Ontario Sports Empire 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. 6 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RMA GROUP

1. Parties and Date.

This Amendment No. 6 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Certerra RMA Group dba RMA Group**, a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "On-Call Material Testing & Geotechnical Engineering Services" dated May 2, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to include compaction testing, fenestration testing and special inspection for D&C23-011 Professional Baseball Stadium and increase the amount by $1,504,150 for a new not-to-exceed amount of $7,147,513. The Parties have heretofore entered into that Amendment No. 1 dated October 15,2024, Amendment No. 2 dated November 18, 2025, Amendment No. 3 dated January 20, 2026, Amendment No. 4 dated March 3, 2026, and Amendment No. 5 dated May 5, 2026.

2.3 Amendment Authority. This Amendment No. 6 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Sections 3.1.1 and 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3. 1. 1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional

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

"3. 2. 1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seven Million One Hundred Forty-Seven Thousand and Five Hundred Thirteen Dollars ($7,147,513)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

Exhibit "A" – Scope of Services is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 6, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 6. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 6.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 6.

3.4 Severability. If any portion of this Amendment No. 6 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND RMA GROUP

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 6 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

RMA Group

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

CERTERRA RMA GROUP

Materially Better™

Proposal No: 00-243036-P

June 9, 2026

City of Ontario
1425 S Bon View Ave.
Ontario, CA 91761

Attention: Daniel Beers,

Subject: Contract Amendment 4 Construction Inspection and Testing Services

Ontario Sports Park
Riverside Dr and Ontario Ave
Ontario, CA

Dear Daniel Beers,

Certerra RMA Group ("RMA") is pleased to present our proposal to provide construction inspection and testing services for the Ontario Sports Park Construction Testing and Inspection CO4 project.

Scope of Work

A detailed description of the tasks required to complete the remaining project scope of work, and an estimate of the costs associated with our work are detailed herein.

Compaction Testing of Trench Backfill and Site Improvements

Our services will consist of compaction testing of the backfill of the utility trenches and subgrade and aggregate base for paved areas on site and within the surrounding public street right of way. Ongoing work includes the utility installation around the baseball/softball and soccer fields, baseball/softball and soccer field drainage and subgrade in preparation of the field turf installation, footing excavations for canopies, fencing and netting poles around the fields, pavement subgrade and base placement for asphalt, concrete and concrete paver pavements, storm drain along future Vineyard Avenue and final paving of the south side of Riverside Drive and onsite pavement areas.

A written report summarizing the results of all tests performed will be prepared upon completion of the work. The report will not contain a rendering, opinion, certificate, or warranty, of the compaction of the materials tested.

Special Inspection and Testing of Reinforced Concrete Construction

Work still to be completed includes various concrete placements including curb and gutter for the parking lots and interior and exterior streets, and concrete site paving for both vehicular traffic and pedestrian traffic and sewer and storm drain manhole structures. Other sitework concrete work still ongoing includes concrete seatwalls around the baseball/softball and soccer fields, caisson foundation for the canopy, fencing and other pole footings around the baseball/softball and soccer fields along with light pole footings. Construction of these elements around the soccer fields and the baseball/softball is ongoing.

Special Inspection and Testing of Reinforced Masonry Construction
Work still to be completed includes various masonry elements around the soccer and baseball/softball fields including restroom/concession building and sitework masonry. Construction of these elements around the soccer fields and the baseball/softball is ongoing.

Special Inspection and Testing of Post Installed Anchors
Continuing inspection of the installation of post installed anchor for the fields service and hospitality buildings and for various mechanical equipment anchorages and seating anchors.

Structural Steel Shop and Field Welding
Continuing inspection of the installation of structural steel and welded joints for the fields service and hospitality buildings and for various mechanical equipment anchorages and seating anchors.

Project Administration, Engineering Oversight, and Reporting
This scope of work will include all administrative, project management, engineering oversight, and reporting. This may include, but is not limited to, ensuring we have all necessary documents and information needed to complete the requested work, reviewing plans and specifications, dispatching services, reviewing both lab and daily reports, distribution, and invoicing time.

Terms and Conditions

Fee Proposal

We propose to perform the previously described services on an hourly or test rate basis in accordance with the attached fee schedule and our existing agreement. Our estimates is as follows and further detailed in the attached estimate worksheets:

Construction Activity	Estimated Costs
Compaction Testing of Trench Backfill and Street Improvements	$586,850.00
Special Inspection and Testing of Reinforced Concrete Construction	$423,400.00
Special Inspection and Testing of Reinforced Masonry Construction	$131,400.00
Special Inspection and Testing of Post Installed Anchors	$191,100.00
Project Administration, Engineering Oversight, and Reporting	$62,000.00
Structural Steel Shop and Field Welding	$109,400.00
Total	**$1,504,150.00**

Closure

Our services will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the services are performed. This warranty is in lieu of all other warranties, either expressed or implied.

By signing below, you hereby authorize RMA to proceed with services outlined in this proposal and agree that all services and anything arising out of or in any way related to this proposal will be governed by RMA's Fee Schedule and General Conditions which are attached hereto and are incorporated herein by reference. This authorization to proceed constitutes an agreement between you and RMA and is made in consideration of the mutual promises and

covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Authorized By:

City of Ontario

_____

(Signature)

_____

(Title)

_____

(Date)

Respectfully submitted,

Certerra RMA Group

_____

Ken Dowell, PG, CEG
Principal Geologist

Estimate Worksheet
Compaction Testing of Trench Backfill and Street Improvements

Item	Quantity	Unit	Unit Price	Total
Pick-up and Delivery of Test Specimens	80	HR	$120.00	$9,600.00
Soils Engineering Technician	4,200	HR	$136.50	$573,300.00
ASTM D1557 Max Density Optimum Moisture	10	EA	$395.00	$3,950.00
	Subtotal			**$586,850.00**

CERTERRA
RMA GROUP

Estimate Worksheet
Special Inspection and Testing of Reinforced Concrete Construction

Item	Quantity	Unit	Unit Price	Total
Pick-up and Delivery of Test Specimens	160	HR	$120.00	$19,200.00
Special Inspector Reinforced Concrete	2,800	HR	$136.50	$382,200.00
ASTM C39 Concrete Cyl Cured or Tested	400	EA	$55.00	$22,000.00
	Subtotal			**$423,400.00**

Estimate Worksheet
Special Inspection and Testing of Reinforced Masonry Construction

Item	Quantity	Unit	Unit Price	Total
Special Inspector Masonry	800	HR	$136.50	$109,200.00
Pick-up and Delivery of Test Specimens	80	HR	$120.00	$9,600.00
ASTM C1019 Grout Prism Compression	120	EA	$55.00	$6,600.00
ASTM C780 Mortar Cylinder Compression	120	EA	$50.00	$6,000.00
	Subtotal			**$131,400.00**

Estimate Worksheet
Special Inspection and Testing of Post Installed Anchors

Item	Quantity	Unit	Unit Price	Total
Special Inspector Post Installed Anchors	600	HR	$136.50	$81,900.00
Pull | Torque Testing Technician	800	HR	$136.50	$109,200.00
	Subtotal			**$191,100.00**

Estimate Worksheet
Project Administration, Engineering Oversight, and Reporting

Item	Quantity	Unit	Unit Price	Total
Project Manager - Office	60	HR	$200.00	$12,000.00
Project Geologist - Office	40	HR	$200.00	$8,000.00
Administrative	300	HR	$90.00	$27,000.00
Principal Engineer - Office	60	HR	$250.00	$15,000.00
	Subtotal			**$62,000.00**

Estimate Worksheet
Structural Steel Shop and Field Welding

Item	Quantity	Unit	Unit Price	Total
AWS Certified Welding Inspector- Field	800	HR	$130.00	$104,000.00
Non Destructive Testing ASNT Level II	40	HR	$135.00	$5,400.00
	Subtotal			**$109,400.00**

SUBCONTRACTOR AGREEMENT CHANGE ORDER

910 North Citrus Ave

Covina, CA 91723

Tel:626-521-5827

Project Name: 9373 East Riverside Drive, Ontario

Agreement Number:

Prime Contractor: City of Ontario

Sub-Contractor: Kizh Nation Resources Management

The purpose of this Change Order is to reflect certain modifications to the Agreement for Native American Monitoring entered in between Kizh Nation Resources Management (KNRM) and the Prime Contractor identified above. KNRM and Prime Contractor agree to the following modifications:

Changes in Scope of Subcontractor Services: The following describes any changes in the scope of services to be provided by Subcontractor (additional services, reductions in scope of service or other modifications):

Changes in fees for Subcontractor Services: The following describes any changes in the number of fees payable to the Subcontractor (includes additional fees, reductions, or other modifications):

- Additional funds to cover outstanding invoices 6081 and 6178 equal to $102,112.23
- Additional funds to cover additional days for April 20, 2026-September 15, of Native American Monitoring at Rate of $105 dollars an hour equal to $182,280.00
- Additional funds to cover overtime of Native American Monitoring at Rate of $157.50 dollars an hour equal to $66,465.00
- Additional funds to cover Project Management at a rate of $145 per hour equal to $15,950.00
- Additional funds to cover Compliance Officer at a rate of $120 per hour equal to $11,760.00
- Additional funds to cover mileage at a rate of the federal standard rate equal to $7,236.95

Changes in Subcontractor Cost Reimbursement: The following describes any changes in costs reimbursable to the Subcontractor (changes in the nature or amount of reimbursable costs)

N/A

Changes in Payment Terms: The following describes any changes in payment terms for fees and costs payable to subcontractor. (Indicate whether payment terms are same as original contract or whether payment terms are being modified):

Payment Terms are the same as outlined in the City of Ontario Subcontractor Agreement.

Kizh Nation Resources Management

Name, Title: Erin Enriquez, Billing Specialist

Date: 5/21/2026

***Prime Contractor**: City of Ontario*

Name, Title:

Date:

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Robert Morales Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: AN ORDINANCE APPROVING A ZONING MAP AMENDMENT, FILE NO . PZC25-002

RECOMMENDATION: That the City Council consider and adopt an Ordinance approving a Zoning Map Amendment, File No. PZC25-002, to implement the Policy Plan Amendment.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: There is not a direct fiscal impact associated with this action.

BACKGROUND & ANALYSIS: On June 16, 2026 the City Council introduced and waived further reading of an Ordinance for the Zoning Map Amendment. The City initiated Zoning Map Amendment (File No. PZC25-002) to implement the citywide amendment to The Ontario Plan 2050 Policy Plan. The Zoning Map Amendment updates zoning designations to maintain consistency between the City's zoning map and the updated land use framework approved through the Policy Plan Amendment.

The Zoning Map Amendment applies citywide, with primary changes in Ontario Ranch and targeted changes in the northern portion of the City along East Holt Boulevard and South Grove Avenue.

The Zoning Map Amendment also supports the City's ongoing Housing Element implementation work. To accommodate the City's 2021–2029 Regional Housing Needs Allocation, the City has previously amended Policy Plan land use designations, established the Affordable Housing Overlay, and adopted zoning changes for key housing opportunity areas. This action continues implementation by aligning zoning designations with the updated Policy Plan and the City's housing capacity assumptions.

At the June 16, 2026 hearing, City Council directed staff to review whether a portion of the proposed rezoned areas should remain a part of the zoning changes.
Following additional review, staff recommends that City Council proceed with adoption of the Ordinance with a minor revision excluding APNs 1049-131-05 and 1049-131-06 from the proposed MU-6 (East Holt Mixed Use) zoning district and Affordable Housing Overlay zoning change. Excluding the parcels would preserve the existing zoning for those parcels.

ANALYSIS

The Zoning Map Amendment is an implementing action. It aligns zoning designations with the land use designations approved through The Ontario Plan 2050 Policy Plan Amendment and ensures consistency between the General Plan and the Development Code.

The amendment also helps maintain consistency with Housing Element implementation measures by supporting adequate residential capacity, including sites identified in the Housing Element inventory and areas subject to applicable housing overlays or minimum density requirements.

ENVIRONMENTAL REVIEW

The environmental impacts of the Zoning Map Amendment were evaluated as part of the Ontario Policy Plan Amendment Supplemental Environmental Impact Report, State Clearinghouse No. 2025110102.

The Zoning Map Amendment does not result in new or significant environmental impacts beyond those analyzed in the certified SEIR. The zoning changes implement the updated land use framework evaluated in the SEIR and do not require separate environmental analysis.

The City Council previously certified the Final SEIR and adopted the required CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program.

CONCLUSION

Staff recommends that the City Council consider and adopt the Ordinance approving Zoning Map Amendment File No. PZC25-002.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC25-002, A CITYWIDE ZONING MAP AMENDMENT TO IMPLEMENT THE ONTARIO PLAN 2050 POLICY PLAN AMENDMENT, AND MAKING FINDINGS IN SUPPORT THEREOF.— APNS: 0110-072-25, 0110-081-06, 0110-081-07, 0113-282-15, 0216-174-16, 0216-174-17, 0216-214-05, 0216-214-06, 0216-214-07, 0216-311-08, 0216-311-09, 0216-312-08, 0216-312-09, 0216-312-10, 0216-313-01, 0216-313-03, 0216-313-04, 0216-313-05, 0216-313-06, 0216-313-07, 0216-313-09, 0216-314-01, 0216-314-03, 0216-314-04, 0216-314-05, 0216-314-07, 0216-314-08, 0216-314-09, 0216-321-01, 0216-321-02, 0216-321-03, 0216-321-06, 0216-321-07, 0216-322-01, 0216-322-02, 0216-322-10, 0218-102-10, 0218-102-11, 0218-111-06, 0218-111-08, 0218-111-09, 0218-111-10, 0218-111-11, 0218-111-50, 0218-111-67, 0218-111-68, 0218-111-69, 0218-121-01, 0218-121-02, 0218-121-03, 0218-121-04, 0218-121-05, 0218-121-06, 0218-122-01, 0218-122-02, 0218-122-03, 0218-122-04, 0218-122-06, 0218-122-08, 0218-122-09, 0218-122-10, 0218-181-11, 0218-181-16, 1049-101-01, 1049-101-02, 1049-101-04, 1049-101-05, 1049-101-06, 1049-101-07, 1049-101-08, 1049-101-09, 1049-101-10, 1049-101-11, 1049-101-12, 1049-101-13, 1049-101-14, 1049-101-15, 1049-101-16, 1049-101-17, 1049-101-18, 1049-101-29, 1049-101-30, 1049-101-31, 1049-101-32, 1049-101-33, 1049-101-34, 1049-101-35, 1049-101-36, 1049-101-37, 1049-101-38, 1049-101-39, 1049-101-40, 1049-131-01, 1049-131-02, 1049-131-03, 1049-131-04, 1049-131-08, 1049-131-09, 1049-131-18, 1049-131-19, 1049-131-20, 1049-131-21, 1049-131-22, 1049-161-01, 1049-161-24, 1049-161-25, 1049-171-05, 1049-171-06, 1049-171-07, 1052-151-05, 1052-151-09, 1052-151-10, 1052-151-11, 1052-161-03, 1053-111-01, 1053-111-03, 1053-111-04, 1053-171-01, 1053-171-04, 1053-171-06, 1053-171-07, 1053-181-01, 1053-181-02, 1053-191-01, 1053-191-02, 1053-201-01, 1053-281-08, 1053-301-01, 1053-301-02, 1053-311-01, 1053-311-02, 1053-321-01, 1053-321-02, 1053-321-03, 1053-331-02, 1053-331-04, 1053-341-01, 1053-341-02, 1053-351-02, 1053-361-02, 1053-371-01, 1053-391-01, 1053-411-01, 1053-421-01, 1053-421-02, 1053-511-01, 1053-511-05, 1053-511-06, 1053-511-07, 1053-511-08, 1053-521-01, 1053-521-02, 1053-531-01, 1053-531-04, 1053-541-01, 1053-551-01, 1053-571-01, 1053-571-02, 1053-581-03, 1053-581-04, 1053-591-01, 1053-591-02, 1053-601-01, 1053-601-02, 1053-601-03, 1053-601-04.

WHEREAS, the City of Ontario has initiated an application for a Zoning Map Amendment, File No. PZC25-002 (Project), to implement a citywide amendment to The Ontario Plan (TOP) 2050 Policy Plan; and

WHEREAS, on April 28, 2026, the Planning Commission conducted a duly noticed public hearing and voted 7-0 to recommend that the City Council certify the Ontario Policy Plan Amendment Supplemental Environmental Impact Report, approve File No. PGPA25-002, and approve File No. PZC25-002; and

WHEREAS, on June 16, 2026, the City Council conducted a duly noticed public hearing, certified the Ontario Policy Plan Amendment Supplemental Environmental Impact Report, adopted the required CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, and approved File No. PGPA25-002, a General Plan Amendment to The Ontario Plan 2050 Policy Plan; and

WHEREAS, on June 16, 2026, the City Council also introduced and waived further reading of an Ordinance approving File No. PZC25-002, a Zoning Map Amendment intended to implement the General Plan Amendment and maintain consistency between the City's zoning map and the updated Policy Plan land use framework, pending further review as directed at the hearing; and

WHEREAS, following additional review, staff recommended that City Council proceed with adoption of the Ordinance with a minor revision excluding APNs 1049-131-05 and 1049-131-06 from the proposed MU-6 (East Holt Mixed Use) zoning district and Affordable Housing Overlay zoning change. Excluding the parcels would preserve the existing zoning for those parcels; and

WHEREAS, File No. PZC25-002 is a project pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000, et seq.); and

WHEREAS, the environmental impacts of File Nos. PGPA25-002 and PZC25-002 were evaluated in the Ontario Policy Plan Amendment Supplemental Environmental Impact Report, State Clearinghouse No. 2025110102, prepared in accordance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

WHEREAS, the Zoning Map Amendment does not expand the project or result in new or more significant environmental impacts beyond those analyzed in the certified SEIR; and

WHEREAS, the Zoning Map Amendment has been reviewed for consistency with the Housing Element of The Ontario Plan 2050 and applicable State housing law, including Senate Bill 166 and Senate Bill 330; and

WHEREAS, although the affected East Holt Boulevard parcels would be removed from the Affordable Housing Overlay zoning district, the City would continue to maintain adequate residential capacity to accommodate its remaining 2021-2029 Regional Housing Needs Allocation obligations; and

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

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

SECTION 1. ***Environmental Determination and Findings.*** As the decision-making body for the Project the City Council has reviewed and considered the information contained in the administrative record for the Project. Based upon the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows: required for the Zoning Map Amendment and the environmental impacts of the Zoning Map Amendment were reviewed in Ontario Policy Plan Amendment Supplemental Environmental Impact Report, State Clearinghouse No. 2025110102), certified by the Ontario City Council on June 16, 2026.

(1) The environmental impacts of the Project were analyzed in the Ontario Policy Plan Amendment SEIR (State Clearinghouse No. 2025110102), prepared in accordance with CEQA, the State CEQA Guidelines; and

(2) The Final SEIR contains complete and accurate reporting of the environmental impacts associated with the Project; and

(3) The Final SEIR was completed in compliance with CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines; and

(4) The Final SEIR reflects the independent judgment and analysis of the City of Ontario as the lead agency.

(5) The revised Zoning Map Amendment does not expand the project or result in new or more severe environmental impacts beyond those analyzed in the certified Final SEIR.

The City Council hereby adopts the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program contained in Resolution No. 2026-055 certifying the Final SEIR, which findings are incorporated herein by reference.

SECTION 2. ***Zoning Map Amendment Findings.*** Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Final SEIR complies with CEQA for the following reasons:

(1) The Zoning Map Amendment is consistent with The Ontario Plan 2050 Policy Plan, as amended by File No. PGPA25-002, because it retains the Industrial Park zoning district for the affected East Holt Boulevard parcels and removes those parcels from the Affordable Housing Overlay zoning district.

(2) The Zoning Map Amendment maintains consistency between the General Plan land use map, the zoning map, and the Affordable Housing Overlay.

(3) The Zoning Map Amendment excludes APNs 1049-131-05 and 1049-131-06 from the final zoning map change, allowing the existing zoning for those parcels to remain in place while the remaining zoning changes continue to implement the Policy Plan Amendment.

(4) The Zoning Map Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare because it preserves the existing Industrial Park zoning district for the affected parcels and does not approve any specific development project.

(5) The affected parcels are physically suitable for the retained Industrial Park zoning district because the zoning action preserves the existing zoning pattern and does not authorize any site specific development or construction.

Final SEIR analyzes the environmental effects of the Project and finds that, with implementation of all feasible mitigation measures, the following impacts will remain significant and unavoidable: air quality (including AQMP consistency and regional construction and operational emissions), cultural resources (historic resources), greenhouse gas emissions (consistency with applicable climate plans), noise (construction, traffic, and vibration impacts), and transportation (increase in vehicle miles traveled); and

(6) The City Council further finds that the Statement of Overriding Considerations demonstrates that the Project's economic, social, housing, infrastructure, and planning benefits outweigh its significant and unavoidable environmental impacts. Such benefits include:

- Maintaining compliance with State housing law and RHNA requirements
- Facilitating employment-generating uses and economic development opportunities;
- Improving land use compatibility and implementation of The Ontario Plan;
- Supporting efficient infrastructure planning and public service delivery;
- Improving long-term jobs-housing balance through implementation of the City's comprehensive planning framework;
- Supporting coordinated truck routing and circulation planning; and
- Promoting orderly growth consistent with the City's long-range planning objectives.

(7) The City Council hereby incorporates by reference the Findings of Fact, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations approved in connection with certification of Final SEIR (SCH No. 2025110102). The City Council finds that all feasible mitigation measures identified in the Final SEIR have been adopted and that no additional feasible mitigation measures or alternatives would substantially lessen or avoid the significant and unavoidable environmental impacts identified in the Final SEIR.

SECTION 3. **General Plan Internal Consistency**. Pursuant to Government Code Section 65860, zoning ordinances are required to be consistent with the General Plan. City Council finds that File No. PZC25-002, as amended is intended to implement The Ontario Plan 2050 Policy Plan Amendment by updating zoning designations to align with the amended General Plan land use framework.

SECTION 4. ***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, the Project maintains consistency with the Housing Element of the Policy Plan (General Plan) component of TOP 2050.

The City Council further finds that the Project includes corresponding updates to the Housing Element and land use framework to ensure continued compliance with applicable State housing law, including Government Code sections 65583, 65863, and related provisions governing maintenance of adequate sites inventory and residential development capacity.

The City Council further finds that any reduction in residential capacity associated with amendments to Exhibit LU-01 is offset through corresponding modifications to the City's housing inventory and land use framework, resulting in no net loss of capacity necessary to accommodate the City's RHNA allocation. The Project maintains adequate sites to accommodate the City's remaining RHNA obligations across all income categories.

The City Council further finds that the Housing Element updates incorporated into the Project maintain consistency with the City's obligations to affirmatively further fair housing and do not reduce the City's ability to provide housing opportunities throughout the community.

Accordingly, the City Council finds that the Project is consistent with the Housing Element and applicable State housing requirements at the time of Project implementation.

SECTION 5. ***Airport Land Use Compatibility Plan Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670, et seq.) requires that an Airport Land Use Compatibility Plan (ALUCP) 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 ALUCP.

(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 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. The City Council further finds that no amendment approved herein authorizes development that would otherwise be prohibited by the ONT ALCUP and that future discretionary proposals within the Airport Influence Area shall remain subject to project-specific consistency review.

(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, and Overflight. As a result, the City Council 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. The City Council further finds that no amendment approved herein authorizes development that would otherwise be prohibited by the Chino ALUCP and that future discretionary development proposals within Airport Influence Areas shall remain subject to project-specific consistency review.

SECTION 6. ***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 the Sections above, the City Council hereby concludes as follows:

(1) ***The proposed Zone Change is consistent with The Ontario Plan 2050 when considered as an integrated and internally consistent whole.*** The proposed Zone Change, as amended, is consistent with The Ontario Plan 2050 when considered as an integrated and internally consistent whole. The Project implements the updated land use designations adopted through File No. PGPA25 002; maintains compliance with State housing law; preserves adequate housing capacity; facilitates employment generating land uses; improves land use compatibility; supports infrastructure planning; and advances the City's long term economic development objectives.

(2) ***The proposed Zone Change would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The proposed project aligns zoning regulations with the adopted Policy Plan, supports orderly

development patterns, facilitates infrastructure planning, and has been analyzed in the SEIR, which identifies no new or separate environmental impacts associated with the Zone Change.

(3) ***The proposed Zone Change will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The proposed Zone Change, as amended, will not adversely affect the harmonious relationship with adjacent properties and land uses. The proposed project ensures consistency between zoning and land use designations, incorporates targeted refinements to improve compatibility, and supports transitions among differing land use intensities, consistent with the overall framework of TOP 2050.

(4) ***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 subject properties affected by the Zone Change, as amended, are physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development. The areas subject to the Zone Change are physically suitable for the corresponding zoning designations, including considerations of parcel configuration, access, and availability of infrastructure, as the Zone Change implements the Policy Plan Amendment. The City Council finds that the amended zoning districts are compatible with surrounding development patterns, infrastructure availability, transportation access, and long term planning objectives identified in The Ontario Plan.

SECTION 7. ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 6, above, the CITY COUNCIL hereby APPROVES the herein described Application as detailed in "Attachment A" attached hereto and incorporated herein by this reference.

SECTION 8. ***Custodian of Records.*** The documents and materials that constitute the record of proceedings for the Project include, but are not limited to, the Draft SEIR, Final SEIR, technical appendices, staff reports, resolutions, public hearing materials, written comments, responses to comments, transcripts, exhibits, correspondence, and all other documents relied upon by the City in making its decision. These documents 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: Notice of Determination. The City Council hereby directs City staff to file and post, pursuant to the CEQA Findings above, a Notice of Determination with the County Clerk and the State Clearinghouse.

SECTION 10. ***Effective Date*****.** This Ordinance shall become effective thirty (30) days following adoption.

SECTION 11. ***Publication*****.** The City Clerk shall either: (a) have this Ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this Ordinance published twice in a newspaper of general circulation, within 15 days after its adoption.

SECTION 12. ***Severability*.** If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

SECTION 13. 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 twice, in a newspaper of general circulation in the City of Ontario, California within 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 7th day of July 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. 3336 was duly introduced at a regular meeting of the City Council of the City of Ontario held June 16, 2026 and adopted at the regular meeting held July 7, 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. 3336 duly passed and adopted by the Ontario City Council at their regular meeting held July 7, 2026 and that Summaries of the Ordinance were published on June 23, 2026 and July 14, 2026, in the Inland Valley Daily Bulletin newspaper.

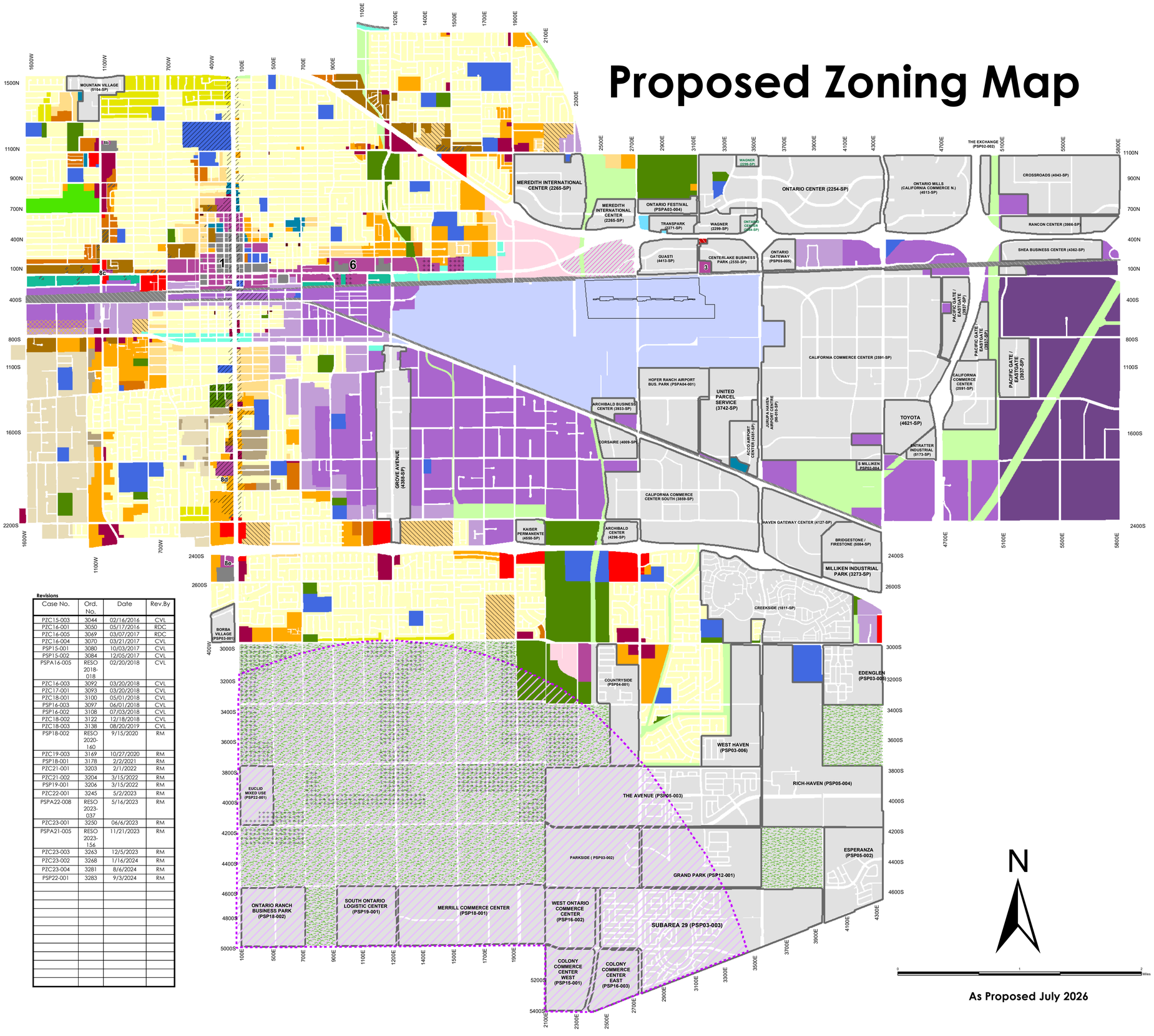
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SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PZC25-002
Proposed Zoning Map
East Holt Boulevard Parcels

Proposed Zoning Map



Revisions

Case No.	Ord. No.	Date	Rev.By
PZC15-003	3044	02/16/2016	CVL
PZC16-001	3050	05/17/2016	RDC
PZC16-005	3069	03/07/2017	RDC
PZC16-004	3070	03/21/2017	CVL
PSP15-001	3080	10/03/2017	CVL
PSP15-002	3084	12/05/2017	CVL
PSPA16-005	RESO 2018-018	02/20/2018	CVL
PZC16-003	3092	03/20/2018	CVL
PZC17-001	3093	03/20/2018	CVL
PZC18-001	3100	05/01/2018	CVL
PSP16-003	3097	06/01/2018	CVL
PSP16-002	3108	07/03/2018	CVL
PZC18-002	3122	12/18/2018	CVL
PZC18-003	3138	08/20/2019	CVL
PSP18-002	RESO 2020-160	9/15/2020	RM
PZC19-003	3169	10/27/2020	RM
PSP18-001	3178	2/2/2021	RM
PZC21-001	3203	2/1/2022	RM
PZC21-002	3204	3/15/2022	RM
PSP19-001	3206	3/15/2022	RM
PZC22-001	3245	5/2/2023	RM
PSPA22-008	RESO 2023-037	5/16/2023	RM
PZC23-001	3250	06/6/2023	RM
PSPA21-005	RESO 2023-156	11/21/2023	RM
PZC23-003	3263	12/5/2023	RM
PZC23-002	3268	1/16/2024	RM
PZC23-004	3281	8/6/2024	RM
PSP22-001	3283	9/3/2024	RM

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LEGEND

Residential

- AR-2, Residential-Agricultural
- RE-2, Rural Estate
- RE-4, Residential Estate
- LDR-5, Low Density Residential
- MDR-11, Low-Medium Density Residential
- MDR-18, Medium Density Residential
- MDR-25, Medium-High Density Residential
- HDR-45, High Density Residential

Mixed Use

Mixed Use

1. Downtown
3. Centrelake West
6. East Holt
8b. Mountain and Fourth
8c. West Holt
8d. Euclid and Francis
8e. Euclid and Walnut

Retail/Service

- CS, Corner Store
- CN, Neighborhood Commercial
- CC, Community Commercial
- CR, Regional Commercial
- CCS, Convention Center Support Commercial
- OL, Low Intensity Office
- OH, High Intensity Office

Employment

- BP, Business Park
- IP, Industrial Park
- IL, Light Industrial
- IG, General Industrial
- IH, Heavy Industrial

Other

- PUD, Planned Unit Development
- MHP, Mobile Home Park
- ONT, Ontario International Airport
- CIV, Civic
- OS-R, Open Space-Recreation
- OS-C, Open Space-Cemetery
- UC, Utilities Corridor
- RC, Rail Corridor
- SP, Specific Plan

Overlays

- AG, Agricultural
- EA, Euclid Avenue
- MTC, Multimodal Transit Center
- ICC, Interim Community Commercial
- ES, Emergency Shelter
- AH - Affordable Housing
- CNO (Chino Airport) Overlay

N

0 1 2 Miles

As Proposed July 2026

Document Path: C:\Users\cvillanueva\Desktop\Zoning Map Draft.mxd

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Luis Batres Department: Prepared By: Luis Batres Staff Member Presenting: Rudy Zeledon, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: AN ORDINANCE APPROVING THE EUCALYPTUS BUSINESS PARK SPECIFIC PLAN, FILE NO. PSP24-003

RECOMMENDATION: That the City Council consider and adopt an Ordinance approving the Eucalyptus Business Park Specific Plan (File No. PSP24-003), 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:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: Adoption of the Eucalyptus Business Park Specific Plan (EBPSP) 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 Fee (DIF) associated with these improvements at the 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: On June 16, 2026, the City Council introduced and waived further

reading of an Ordinance approving the Eucalyptus Business Park Specific Plan. 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 the Ontario Ranch area. 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 urban design and landscape standards.

The Eucalyptus Business Park Specific Plan (File No. PSP24-003) project area encompasses 189 acres and is generally bounded by Walker Avenue to the east, Campus Avenue to the west, Eucalyptus Avenue to the south and Ontario Ranch Road to the north. The proposed Specific Plan would allow for the development of 2,939,000 square feet of business park development and up to 10,000 square feet of commercial development. The plan also provides for approximately 37 acres of open space-parkland, which includes a segment of the City's Grand Park. The following major components are included in the Specific Plan document to ensure proper regulation of future development.

- Land Use and Development Standards. To facilitate future development, the 189-acres Specific Plan will establish land use designations, development standards and design guidelines, circulation requirements, among others for future Business Park development. The Specific Plan is also designed to accommodate future commercial, and retail uses to support the business park development, future businesses, and their employees. The Business Park land use designation will allow a maximum Floor Area Ratio (FAR) of 0.55, which helps maintain appropriately sized buildings in the Specific Plan project area. The development standards and design guidelines are intended to ensure high-quality development throughout. The standards will promote high-quality architecture that will create a cohesive and well-designed development. The proposed business park buildings will be centered around a Contemporary architectural style, using a mix of appropriate colors and materials and various architectural elements to enhance the design.

- Circulation. Several major arterial streets in north/south and east/west directions are or will be constructed around and through the Specific Plan boundary. Primary access to the project will be provided along Eucalyptus Avenue, Campus Avenue, Bon View Avenue, Grove Avenue, and Walker Avenue. The project will also provide a new public street along the north boundary, noted as 'Public Street A'. This street will include substantial landscape improvements along the south edge to help create a buffer between the business park development to the south and the City's Grand Park to the north. This will also help improve the safety and interaction between the Grand Park and Business Park development.

- Landscape. Landscape improvements will be provided through the business park

development. The Specific Plan encourages landscaping that enhances the street appeal of the structures, creates and defines public and private spaces, and provides shade that benefits the environment. This will be achieved through comprehensive landscape and open space standards. The standards will help establish a hierarchy for landscape development along the surrounding roadways, as well as establishing a framework for consistency throughout the design. The streetscapes for the roads will include formal landscape parkway designs, neighborhood edges, and landscape medians.

- Infrastructure. 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 future Development Agreements. Future development within the Specific Plan area will be subject to development agreements, subdivision approvals, engineering review, and infrastructure financing requirements to ensure that necessary public facilities and services are available concurrent with development.

GENERAL PLAN CONSISTENCY: The Eucalyptus Business Park Specific Plan has been evaluated for consistency with the amended Policy Plan component of The Ontario Plan. The Specific Plan implements the land use framework established through File No. PGPA25-002, supports employment-generating uses in a planned business park environment, provides integrated circulation, infrastructure, and open space improvements, and remains consistent with the City's long-term planning objectives when considered in conjunction with the Policy Plan Amendment.

AIRPORT COMPATIBILITY: The Specific Plan has been evaluated for consistency with applicable Ontario International Airport and Chino Airport compatibility requirements. Future development within the Specific Plan area will remain subject to applicable airport compatibility regulations and development standards.

HOUSING CAPACITY: The residential capacity associated with lands redesignated through the Policy Plan Amendment has been evaluated as part of File No. PGPA25-002. The City determined that the Policy Plan Amendment and associated Housing Element updates maintain sufficient residential development capacity to accommodate the City's remaining RHNA obligations and do not result in a net loss of residential development capacity necessary to comply with State housing law.

PUBLIC BENEFITS: The Specific Plan provides substantial public benefits, including development of approximately 2.9 million square feet of employment-generating business park uses, creating of approximately 1,590 jobs, construction of backbone infrastructure, implementation of circulation improvements, provision of approximately 37 acres of open space and parkland, and implementation of the City's long-term economic development objectives.

PLANNING COMMISSION REVIEW: On April 28, 2026, the Planning Commission held a public hearing on the proposed Eucalyptus Business Park Specific Plan and voted 7-0 recommending the

City Council approve the Eucalyptus Business Park Specific Plan (File No. PSP24-003).

ENVIRONMENTAL REVIEW: The environmental impacts of the Specific Plan were reviewed in conjunction with The Ontario Plan (TOP) 2050 Policy Plan Amendment (File No. PGPA25-002), for which a Supplemental Environmental Impact Report (SEIR) (State Clearinghouse No. 2025110102) was prepared. The SEIR evaluated the environmental impacts associated with the implementation of the Policy Plan Amendment (PPA), which included the Eucalyptus Business Park Specific Plan (EBPSP) as part of the overall project under File No. PGPA25-002. As a result, separate/additional environmental analysis for the Specific Plan is not required. Public comments received during the SEIR raised issues relating to air quality, truck traffic, noise, greenhouse gas emissions, environmental justice, housing capacity, and warehouse development. Responses to these comments are included in the Final SEIR and demonstrate that the Final SEIR adequately addressed the significant and unavoidable impacts related to air quality, greenhouse gas emissions, noise, cultural resources, and transportation. For impacts that remain significant and unavoidable, the City Council may adopt a Statement of Overriding Considerations if it determines that the Project's economic, social, housing, infrastructure, and planning benefits outweigh those impacts. Such benefits include, but are not limited to, maintaining compliance with State housing law, preserving adequate RHNA capacity, facilitating employment-generating land uses, supporting economic development opportunities, improving land use compatibility, implementing coordinated truck routing improvements, enhancing infrastructure efficiency, and advancing the City's long-term planning objectives. The SEIR was presented to the Planning Commission on April 28, 2026, as part of File No. PGPA25-002, and was recommended 7-0 to City Council for approval. Approval of the Eucalyptus Business Park Specific Plan is subject to the adoption and approval of The Ontario Plan (TOP) 2050 Policy Plan Amendment (File No. PGPA25-002) and the associated SEIR.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSP24-003, THE EUCALYPTUS BUSINESS PARK SPECIFIC PLAN, TO ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, DESIGN GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF 2,939,000 SQUARE FEET OF BUSINESS PARK DEVELOPMENT, 10,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT AND APPROXIMATELY 37 ACRES OF OPEN SPACE/PARKLAND ON APPROXIMATELY 189 ACRES OF LAND, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1053-531-01, 1053-531-02, 1053-531-03, 1053-531-04, 1053-541-01, 1053-541-02, 1053-551-01, 1053-371-01, 1053-371-02, 1053-581-03, 1053-581-04, 0216-321-01, 0216-321-02, 0216-321-06, 0216-321-07, 0216-322-01, 0216-322-02 AND 0216-322-10.

WHEREAS, ONTARIO RANCH VENTURE II, LLC. (Applicant) has filed an Application for the approval of the Eucalyptus Business Park Specific Plan (File No. PSP24-003), as described in the title of this Ordinance (hereinafter referred to as Application or Project); and

WHEREAS, the Application applies to 189 acres of land generally bounded by Walker Avenue to the east, Campus Avenue to the west, Eucalyptus Avenue to the south and Ontario Ranch Road to the north, located within the SP (Specific Plan) and AG (Agricultural Overlay) zoning districts, and is presently improved with farming/agriculture land uses; and

WHEREAS, the property to the north of the Project site is within the Center Park Specific Plan zoning district and is developed with farming/agriculture and dairy farm purposes. The properties to the east and west are located within the Specific Plan (SP) zoning district and are developed with farming/agriculture land uses. The property to the south is within the South Ontario Logistics Center Specific Plan and Merrill Commerce Center Specific Plan zoning districts, and is developed with business park development; and

WHEREAS, the Eucalyptus Business Park Specific Plan (EBPSP), will facilitate the potential development of 2,939,000 square feet of business park development with a maximum Floor Area Ratio of 0.55. The Specific Plan will also allow for up to 10,000 square feet of support commercial/retail uses and approximately 37 acres of open space-parkland; and

WHEREAS, the EBPSP establishes a comprehensive set of design guidelines and development regulations to guide and regulate site planning, landscape, architectural character, circulation, permitted uses, infrastructure, among others to ensure all future development is consistent with the goals and policies of The Ontario Plan 2050 (TOP 2050); and

WHEREAS, the EBPSP has been prepared in conformance with the goals and policies of the City of Ontario Policy Plan (TOP 2050) (General Plan); and

WHEREAS, on April 28, 2026, the Planning Commission conducted a public hearing and approved Resolution No. PC26-023 recommending the City Council approve a Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) prepared in conjunction with The Ontario Plan (TOP) 2050 Policy Plan Amendment, File No. PGPA25-002. The Supplemental Environmental Impact Report (SEIR) finds that the proposed project introduces no new significant environmental impacts; and

WHEREAS, the Plan Policy Amendment SEIR associated with File No. PGPA25-002 evaluated the potential environmental impacts associated with implementation of the EBPSP, including site-specific development, land use organization, circulation, and infrastructure within the Specific Plan area; and

WHEREAS, the SEIR for File No. PGPA25-002, which included a Statement of Overriding Considerations, was prepared in accordance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the City of Ontario Guidelines for implementation of CEQA; and

WHEREAS, the SEIR for File No. PGPA25-002 was prepared to address the environmental effects of the proposed EBPSP; 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 act on the subject Application; and

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

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

WHEREAS, on April 28, 2026, the Planning Commission of the City of Ontario conducted a hearing to consider the SEIR (State Clearinghouse No. 2025110102) prepared in conjunction with The Ontario Plan (TOP) 2050 Policy Plan Amendment, File No. PGPA25-002, and concluded said hearing on that date, voting to issue Resolution No. PC26-023 recommending the City Council approve the Application; and

WHEREAS, on April 28, 2026, the Planning Commission of the City of Ontario conducted a hearing to consider the EBPSP, File No. PSP24-003, and concluded said hearing on that date, voting to issue Resolution No. PC26-025 recommending the City Council approve the Application; and

WHEREAS, on June 16, 2026, the City Council of the City of Ontario conducted a hearing to consider the Eucalyptus Business Park Specific Plan, File No. PSP24-003, and concluded said hearing on that date; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) prepared in conjunction with The Ontario Plan (TOP) 2050 Policy Plan Amendment, File No. PGPA25-002, which evaluated the potential environmental impacts associated with implementation of the Policy Plan Amendment, the Eucalyptus Business Park Specific Plan (EBPSP), and related actions. Based upon the facts and information contained in the SEIR, the administrative record, and all supporting documentation, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The environmental impacts of this project were previously reviewed in conjunction with the Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) prepared in conjunction with The Ontario Plan (TOP) 2050 Policy Plan Amendment, File No. PGPA25-002, including a Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations; and

(2) The Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) prepared in conjunction with The Ontario Plan (TOP) 2050 Policy Plan Amendment, File No. PGPA25-002, including a Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations contains complete reporting of the environmental impacts associated with the Project; and

(3) The City Council hereby incorporates by reference the Findings of Fact, MMRP, and Statement of Overriding Considerations approved in connection with certification of the Final SEIR No. 2025110102. The City Council finds that all feasible mitigation measures identified in the Final SEIR have been adopted and that no additional feasible mitigation measures or alternatives would substantially lessen or avoid the significant and unavoidable environmental impacts identified in the Final SEIR.

(4) The City's "Guidelines for the Implementation of the California Environmental Quality Act (CEQA)" provide for the use of a single environmental assessment in situations where the impacts of subsequent projects are adequately analyzed. This Application introduces no new significant environmental impacts; and

(5) The Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) prepared in conjunction with The Ontario Plan (TOP) 2050 Policy Plan Amendment, File No. PGPA25-002, including a Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations, contains a complete and accurate reporting of the environmental impacts associated with the Project, and reflects the independent judgment of the City Council; and

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

(7) The proposed Project will introduce no new significant environmental impacts beyond those previously analyzed in the Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) prepared for File No. PGPA25-002, including the Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations, and all mitigation measures adopted with the Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102), are incorporated herein by this reference.

SECTION 2: ***Additional Environmental Review Not Required.*** Based on the Project, all related information presented to the City Council, and the specific findings set forth in Section 1, above, the City Council finds that the preparation of a subsequent or supplemental Environmental Impact Report is not required, as the Project:

(1) Does not constitute substantial changes to the Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) prepared for File No. PGPA25-002, that will require major revisions to the Supplemental Environmental Impact Report 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 Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) prepared for File No. PGPA25-002, that will require major revisions to the Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) 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 Supplemental Environmental Impact Report, State Clearinghouse No. 2025110102) was certified/adopted, that shows any of the following:

(a) The project will have one or more significant effects not discussed in the Supplemental Environmental Impact Report, State Clearinghouse No. 2025110102); or

(b) Significant effects previously examined will be substantially more severe than shown in the Supplemental Environmental Impact Report, State Clearinghouse No. 2025110102); 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 Supplemental Environmental Impact Report, State Clearinghouse No. 2025110102) would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

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 Section 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 189-acre Eucalyptus Business Park Specific Plan (EBPSP) is suitable for business park, commercial and open space-parkland development and is consistent with the goals and policies, plans and exhibits of the Vision, Policy Plan (TOP 2050) (General Plan), and City Council Priorities components of TOP 2050. In addition, the proposed land uses in the proposed Specific Plan will also be in harmony in terms of access, size, and compatibility with existing land use in the surrounding area; 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 Eucalyptus Business Park 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 proposes the potential development of 2,939,000 square feet of business park development, up to 10,000 square feet of commercial/retail development, and approximately 37-acres of open space-parkland on approximately 189 acres of land. The proposed Specific Plan land uses and intensity of development is consistent with the land use plan of the Policy Plan (TOP 2050); therefore, the proposed business park, commercial and open space land uses will not be detrimental to the public interest, health, safety, or general welfare of the City as they 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 farming/agricultural and vacant land uses to Business Park and Open Space-Parkland, which aligns with the surrounding land uses planned in the Policy Plan (TOP) 2050; and

(4) *In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.* The proposed Specific Plan will allow for business park; commercial and open space-parkland uses 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 4, above, the City Council hereby APPROVES the herein described Eucalyptus Business Park Specific Plan, File No. PSP24-003, 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: ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 9: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 10: ***Publication and Posting.*** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of July 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. 3337 was duly introduced at a regular meeting of the City Council of the City of Ontario held June 16, 2026 and adopted at the regular meeting held July 7, 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. 3337 duly passed and adopted by the Ontario City Council at their regular meeting held July 7, 2026 and that Summaries of the Ordinance were published on June 23, 2026 and July 14, 2026 in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

File No. PSP24-003
Eucalyptus Business Park Specific Plan

(Document follows this page)

EUCALYPTUS BUSINESS PARK SPECIFIC PLAN







CITY OF ONTARIO

PUBLIC HEARING DRAFT

MAY 2026

EUCALYPTUS BUSINESS PARK SPECIFIC PLAN

CITY OF ONTARIO

Prepared for:

THE CITY OF ONTARIO
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MAY 2026

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EXECUTIVE SUMMARY

ES.1 Specific Plan Overview

The Eucalyptus Business Park Specific Plan area covers approximately 189.0 acres in the southern portion of the City of Ontario. The Specific Plan area is located north of Eucalyptus Avenue, south of Ontario Ranch Road, east of Campus Avenue, and west of Walker Avenue.

The location of the Eucalyptus Business Park Specific Plan area in regional and local contexts are depicted in Figure ES-1, *Regional Map*, and Figure ES-2, *Vicinity Map*, which show the locational setting of the Specific Plan area with surrounding jurisdictions.

The information in this Specific Plan will guide the development of a modern business park and the establishment of public park space and will address the interface between the two uses. The Specific Plan area is envisioned to provide business park development between Eucalyptus Avenue and a new east-west public street and a public park north of the new public street.

The public park land in the northern portion of the Specific Plan area is expected to provide passive park areas for the City of Ontario such as open space areas, benches, and trails.

The business park area is intended to contain employment-generating uses supported by roadways, utility infrastructure, parking areas for automobiles, commercial vehicles, and trucks, designed in a master-planned setting accented by attractive lighting, landscaping, signage, and other functional and decorative features. Buildings are intended to be welcoming to local, national, and international businesses that can bring job opportunities and economic growth to the City of Ontario, including but not limited to corporate offices, technology centers, light manufacturing, research and development, warehousing and distribution, and support retail. In addition, space for a potential publicly operated animal resource center is reserved within the Specific Plan area.

A summary of the proposed land uses is as follows:

Table ES-1 Land Use Summary

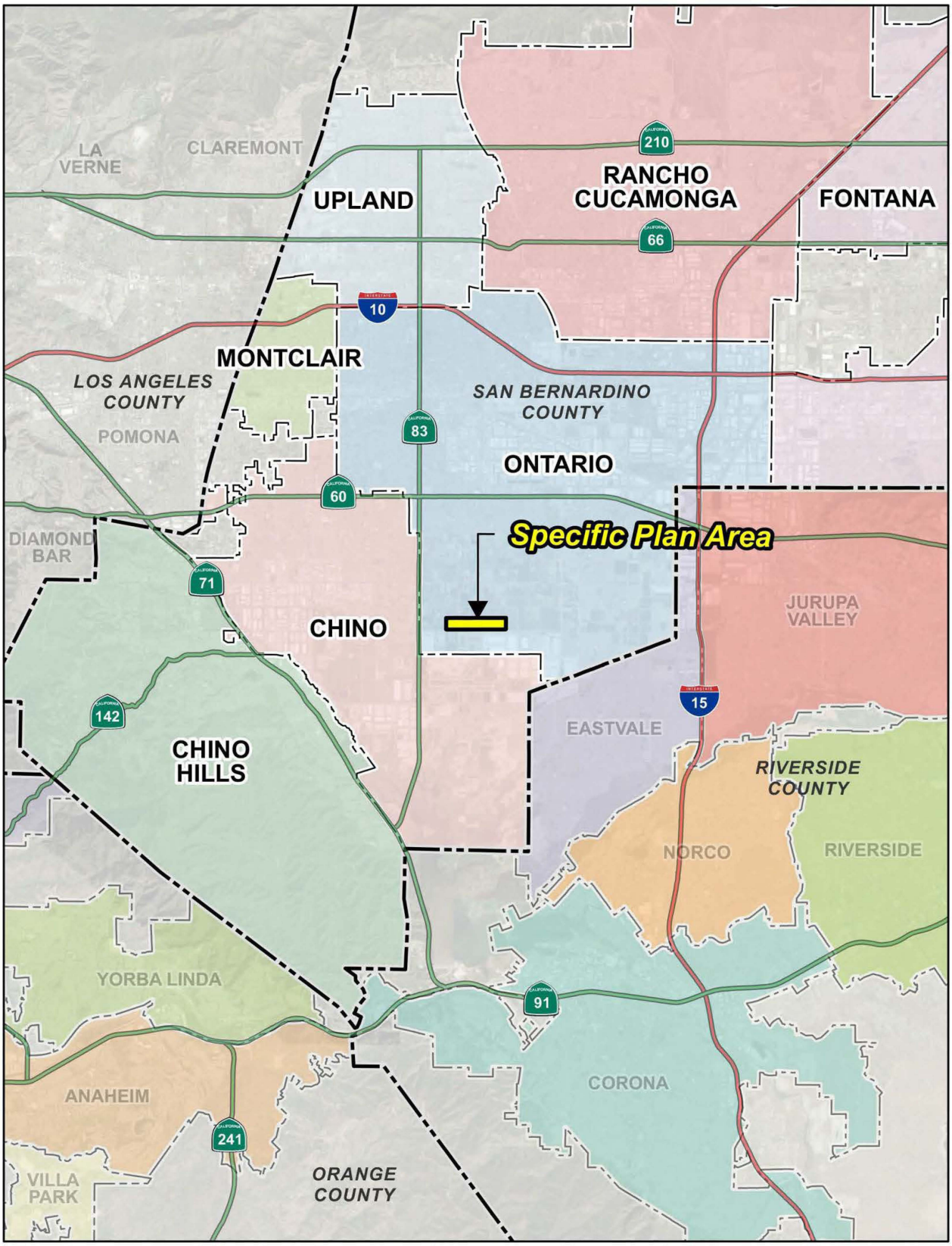
Land Use Designation	Acreage[1]	Maximum Building Square Footage
Business Park	137.90	2,939,000
Open Space – Parkland	35.88	--
Roadway	15.24	--
TOTAL	189.0 AC	2,939,000 SF

[1]Acreages are approximate and subject to survey verification.
[2]Total acreage of 189.0 is rounded up to the nearest one-tenth of an acre.

ES.2 Other Governing Documents

In addition to this Specific Plan, which includes a Land Use Plan, Infrastructure Plan, Development Regulations, Design Guidelines, and an Implementation Plan tailored to the Eucalyptus Business Park Specific Plan area, the following documents also contain applicable information:

- The Ontario Policy Plan (which serves as the City's State-mandated General Plan) that includes City-wide policies pertaining to land use, housing, mobility, safety, environmental resources, parks and recreation, community economics, community design, and social resources.



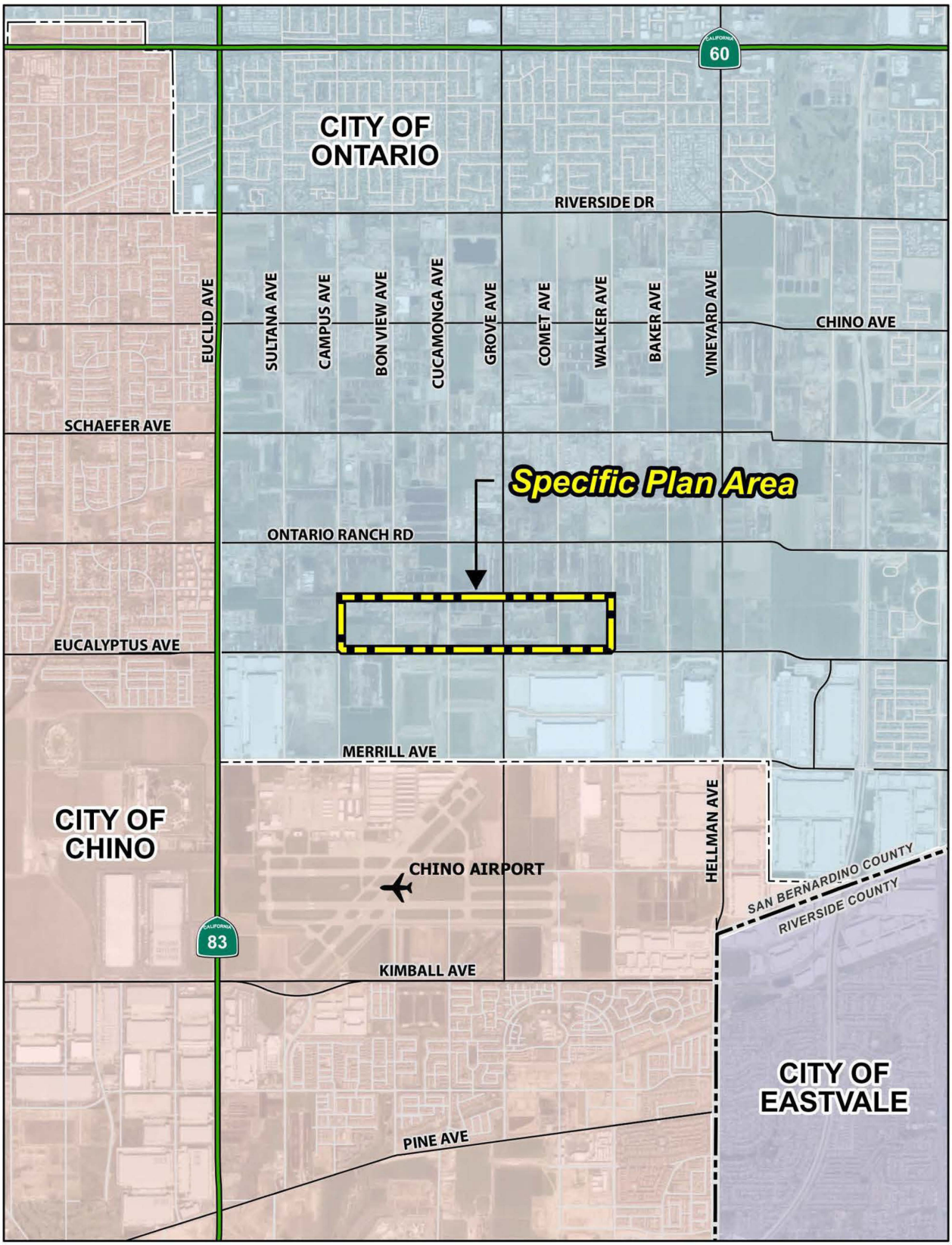
Source(s): Esri, LA County (2025), Nearmap Imagery (January 2025), RCIT (2025), San Bernardino County (2025)

Figure ES-1

0 0.75 1.5 3 Miles

Regional Map

ES-2



Source(s): Esri, Nearmap Imagery (January 2025), RCIT (2025), San Bernardino County (2025)

Figure ES-2

Vicinity Map

0 875 1,750 3,500
US Feet

ES-3

- **The City of Ontario Development Code** applies to all topics not addressed by this Specific Plan's development regulations. However, if any requirement of this Specific Plan conflicts with the Development Code, the provisions of this Specific Plan shall take precedence.

- **The Airport Land Use Compatibility Plan for Ontario International Airport (ONT) and the California Airport Land Use Planning Handbook published by Caltrans Division of Aeronautics**, which contain criteria that apply to the development intensity of property located in the ONT's airport influence area. The entire Eucalyptus Business Park Specific Plan area is located in the ONT airport influence area.

- **The Chino Airport Land Us Compatibility Plan (Ontario Development Code Reference I) and the Chino Airport (CNO) Overlay Zoning District** promote compatibility between CNO and the land uses that surrounds it. All development shall be consistent with the policies and criteria of the Chino Airport Land Use Compatibility Plan (ALUCP). The entire Eucalyptus Business Park Specific Plan area is located in the Chino Airport influence area.

- **The Mitigation Monitoring and Reporting Program (MMRP)** that is part of the Eucalyptus Business Park Specific Plan's Environmental Impact Report (EIR) prepared in compliance with the California Environmental Quality Act (CEQA). The MMRP stipulates measures that are required to be implemented to mitigate the environmental effects of the Specific Plan's construction and operation.

ES.3 Specific Plan Components

This Eucalyptus Business Park Specific Plan is organized into the following chapters:

Chapter 1 – Introduction:
Describes the purpose and objectives of the Specific Plan, the related entitlement approvals for implementing development, and the relationship between the Specific Plan and the Ontario Policy Plan.

Chapter 2 – Existing Conditions:
Describes the physical setting of the Eucalyptus Business Park Specific Plan area and the physical conditions on and surrounding the property at the time the Specific Plan was prepared.

Chapter 3 – Land Use Plan:
Describes the Eucalyptus Business Park Specific Plan's development plan, which includes six Business Park planning areas and three Open Space – Parkland planning areas. Chapter 3 also specifies the acreages of each planning area and the maximum development intensities permitted in each land use category. Chapter 3 also includes a conceptual development plan showing how the area could be developed in compliance with the Specific Plan.

Chapter 4 – Infrastructure Plan:
Provides information on vehicular and non-vehicular circulation improvements; planned backbone water, sewer, recycled water, and storm drain systems; and the planned dry utility network for the development of the Eucalyptus Business Park Specific Plan area.

Chapter 5 – Development Regulations:
Establishes the list of permitted and conditionally permitted uses in the Specific Plan area and presents the development regulations that govern the uses. Chapter 5 also provides a discussion of the relationship

between the Specific Plan and the City of Ontario Development Code.

Chapter 6 – Design Guidelines:

Provides site planning, landscaping, and architectural guidelines for implementing development within the Specific Plan area. Guidelines in this chapter address design characteristics for building placement and architecture, landscaping, streetscapes, entry identification monuments, corner treatments at roadway intersections, walls and fencing, lighting, and signage.

Chapter 7 – Implementation Plan

Presents the policies and procedures for the City's review and approval of implementing development projects within the Eucalyptus Business Park Specific Plan area. Chapter 7 also describes the methods and procedures for interpreting and amending the Specific Plan as necessary. Additionally, funding and maintenance responsibilities are summarized within this Specific Plan.

CHAPTER 1

INTRODUCTION

1.1 Specific Plan Purpose

The purpose of the Eucalyptus Business Park Specific Plan is to guide the development of a 189.0-acre site into a modern business park and public parkland space. The Specific Plan area is located within the southern portion of the City of Ontario (City). The Ontario Policy Plan and the Ontario Development Code requires the Ontario City Council to approve Specific Plans as part of the entitlement process for new development projects within this area.

Development projects within the Specific Plan area are required to demonstrate substantial conformity with the information contained within this Specific Plan document.

The public parkland area in the northern portion of the Specific Plan area is intended to address passive recreational needs of City residents. The business park area in the southern portion of the Specific Plan area is poised to accommodate uses that rely on the regional transportation network and the site's proximity to the Ontario International Airport (ONT), the Chino Airport, State Route 60 (SR-60), State Route 83 (SR-83), State Route 91 (SR-91), Interstate 15 (I-15), and Interstate 10 (I-10). The Specific Plan area is approximately 2.2 miles south of SR-60, approximately 0.5 miles east of SR-83, approximately 7.5 miles north of SR-91, approximately 4.5 miles west of I-15, and approximately 5.6 miles south of I-10. Additionally, the Port of Long Beach and the Port of Los Angeles, which serve as major gateways for international trades, are located approximately 37 miles southwest of the Specific Plan area.

1.2 Specific Plan Objectives

The Eucalyptus Business Park Specific Plan achieves the following objectives:

- To provide a land use plan that implements The Ontario Plan's vision and appropriately positions business park and public parkland uses north of Eucalyptus Avenue, between Campus Avenue and Walker Avenue.
- To facilitate the development of a variety of employment-generating uses in a business park setting.
- To provide business park uses that are compatible with surrounding land uses.
- To provide opportunities for positive economic benefit to the City, including new revenues that can be used for vital City services.
- To provide opportunities for the development of passive use parks consistent with the City of Ontario's Grand Park Master Plan.
- To improve connectivity in the area by providing pedestrian paths, bicycle routes, and amenities such as bike racks that encourage circulation by means not dependent on a motorized vehicle.
- To identify improvements for water, recycled water, sewer, storm drain, and circulation facilities that serve planned land uses within and adjacent to the Specific Plan area.

- To set forth a development phasing sequence that allows for logical development and aligns with installation of on-site and off-site infrastructure.
- To define guidelines and standards that address architecture, landscaping, streetscapes, entry monuments, corner treatments, walls and fencing, lighting, and signage within the Specific Plan area.

1.3 Authority

The Eucalyptus Business Park Specific Plan is a regulatory document prepared pursuant to the provisions of California Government Code §§ 65450 through 65457, which grants local government agencies the authority to prepare Specific Plans for the systematic implementation of their General Plan for all or part of the area covered by the General Plan. While The Ontario Plan covers the entire City, the Specific Plan focuses on the development within the approximately 189-acre site.

California Government Code §§ 65450 through 65457 establish the authority to adopt a Specific Plan, identify the required contents of a Specific Plan, and mandate consistency with the General Plan. According to California Government Code § 65451:

(a) A Specific Plan shall include text and a diagram which specify all the following in detail:

1) The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.

2) The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.

3) Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

4) A program of implementation measures including regulations, programs, public works projects, and financing measures, necessary to carry out items 1, 2, and 3.

(b) The Specific Plan shall include a statement of the relationship of the Specific Plan to the General Plan.

The Eucalyptus Business Park Specific Plan includes each of the required elements listed above and establishes the essential link between the policies of The Ontario Plan's Policy Plan and the Eucalyptus Business Park Specific Plan site. All future development plans and construction activities within the Specific Plan area shall be consistent with the requirements set forth in this Specific Plan and with all other applicable City regulations.

1.4 Severability

The Eucalyptus Business Park Specific Plan enables the City of Ontario to facilitate the processing and approval of development plans to build out the Specific Plan area. If any regulation, condition, program, or portion of this Specific Plan is held invalid or unenforceable, such portions shall be deemed separate, distinct, and independent provisions, and the invalidity of such portions or provisions shall not affect the validity and enforceability of the remaining provisions contained herein.

1.5 Approval Process and Companion Actions

The Eucalyptus Business Park Specific Plan and any future amendments are required to be considered by the City of Ontario Planning Commission and City Council, and adopted by ordinance or resolution of the City Council, pursuant to Ontario Development Code Section 1.01.035, *Relationship to Specific Plans*. More information on implementation procedures is contained in this Specific Plan Chapter 7, *Implementation Plan*.

A Policy Plan (General Plan) Amendment (GPA) will be processed in conjunction with the Eucalyptus Business Park Specific Plan. The GPA is a companion action to the approval of this Specific Plan that would achieve consistency between the General Plan land use designations, this Specific Plan's land use designations, and zoning.

Additionally, a tentative parcel map will be processed by the City of Ontario for the Specific Plan area indicating the approximate boundaries and dimensions of parcels and streets, and the proposed grading for the Specific Plan area. Following map recordation, the final map will become the legal document that identifies developable parcels within the Specific Plan area.

All development within the Eucalyptus Business Park Specific Plan area shall be subject to the Development Plan Review Process established in the City of Ontario Development Code. The development standards and design guidelines provided within this Specific Plan shall be the design criteria which the City of Ontario refers to during the Development Plan Review process.

In addition to this Specific Plan an Environmental Impact Report (EIR) was prepared in compliance with the California Environmental Quality Act (CEQA) to serve as the project-wide environmental assessment document. Together, this Specific Plan and the environmental mitigation measures contained in the accompanying EIR's Mitigation Monitoring and Reporting Program (MMRP) provide a path to develop the property taking into account all applicable goals, objectives, government requirements, and environmental regulations.

1.6 Relationship to The Ontario Plan General Plan

The Ontario Plan establishes the direction and vision for the City's future and provides a guidance system to shape the City's communities. The Ontario Plan consists of a six-part Component Framework: 1) Vision, 2) Governance Manual, 3) Policy Plan, 4) City Council Priorities, 5) Implementation, and 6) Tracking and Feedback.

The Eucalyptus Business Park Specific Plan defines the methods and requirements for implementing development within the Specific Plan area to ensure that applicable policies from The Ontario Plan and its Policy Plan are implemented and ensure that development envisioned by this Specific Plan is consistent with applicable provisions of The Ontario Plan. The Ontario Plan sets forth long-term goals for the City's growth and development as mandated by State law. The Policy Plan is a long-term policy document that covers the elements of land use, housing, parks and recreation, environmental resources, community economics, safety, mobility, community design, and social resources.

As shown on Figure 1-1, *Existing General Plan Land Use Designations*, the Policy Plan component of The Ontario Plan designates the Specific Plan area as Medium Density Residential with Affordable Housing Overlay, Mixed-Use Eucalyptus/Chino Airport Overlay

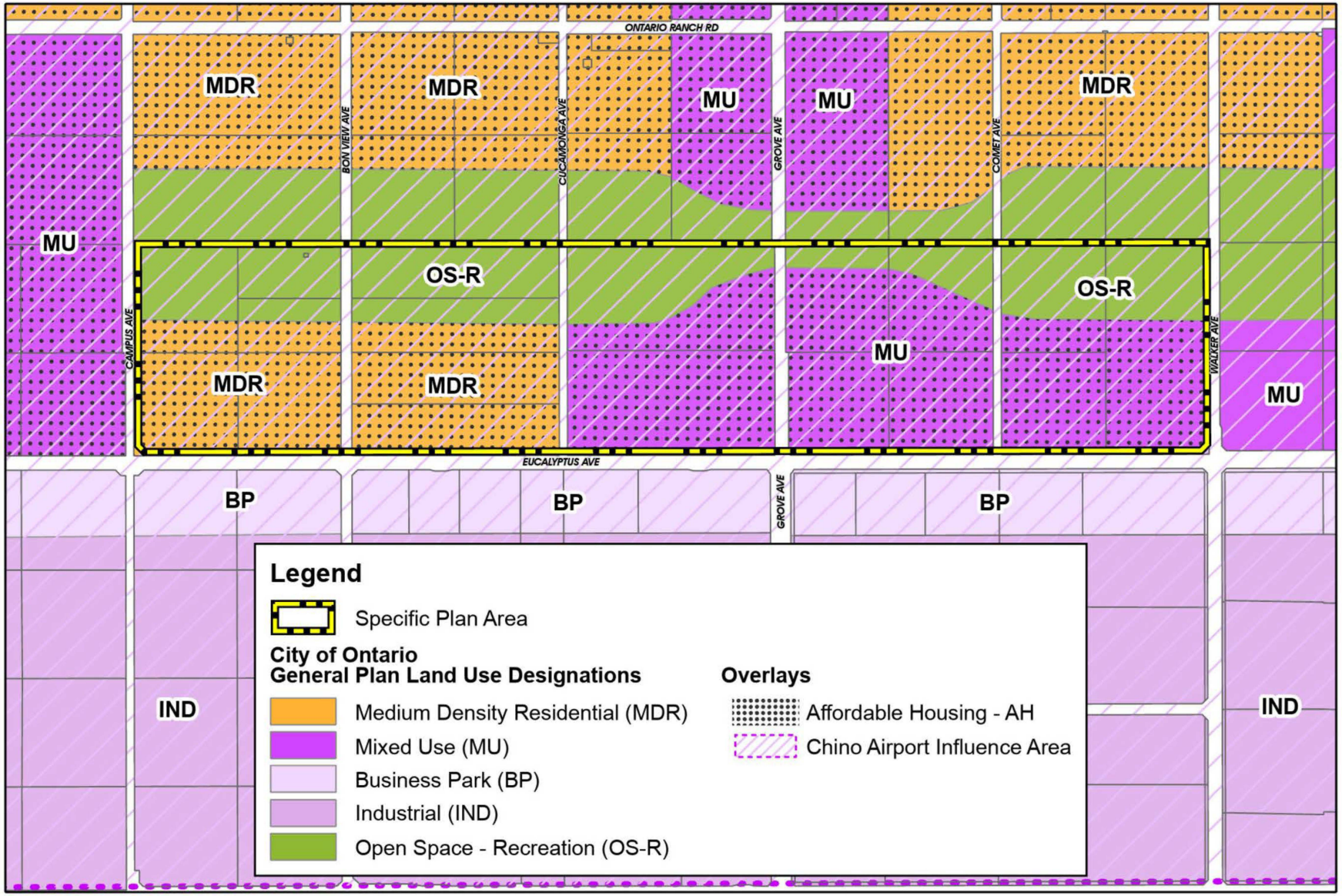
with Affordable Housing Overlay, and Open Space – Parkland.

As shown on Figure 1-2, *Proposed General Plan Land Use Designations*, the General Plan Amendment being processed concurrently with this Specific Plan will modify the Ontario Plan's designations of the Specific Plan area to Business Park and Open Space – Parkland.

As shown on Figure 1-3, *Existing Zoning Designations*, the City of Ontario's Zoning Map designates the Specific Plan area's zoning as "Specific Plan with an Agricultural and an Affordable Housing Overlay".

As shown on Figure 1-4, *Proposed Zoning Designations,* the Zone Change being processed concurrently with this Specific Plan will modify the City of Ontario's Zoning Map of the site to "Eucalyptus Business Park Specific Plan" to allow for the development of Business Park and Open Space – Parkland uses.

Pursuant to the City of Ontario's adoption of the Eucalyptus Business Park Specific Plan, the Specific Plan will take precedence over the City's Development Code. In instances where the Specific Plan is silent on development standards, the City's Development Code shall prevail.



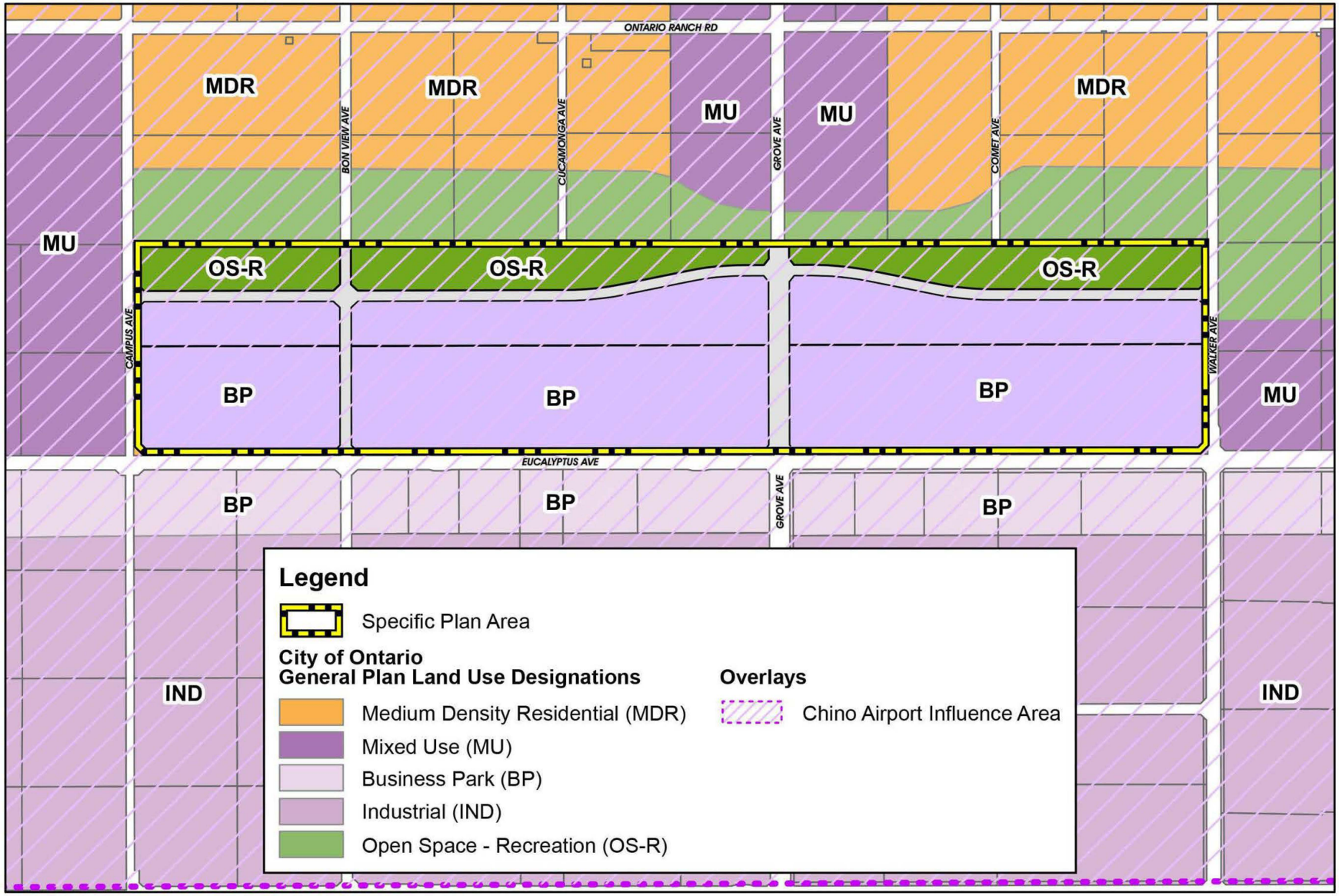
Source(s): City of Ontario (09-05-2024), Esri, Nearmap Imagery (January 2025), San Bernardino County (2025)

Figure 1-1

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Existing General Plan Land Use Designations

1-5

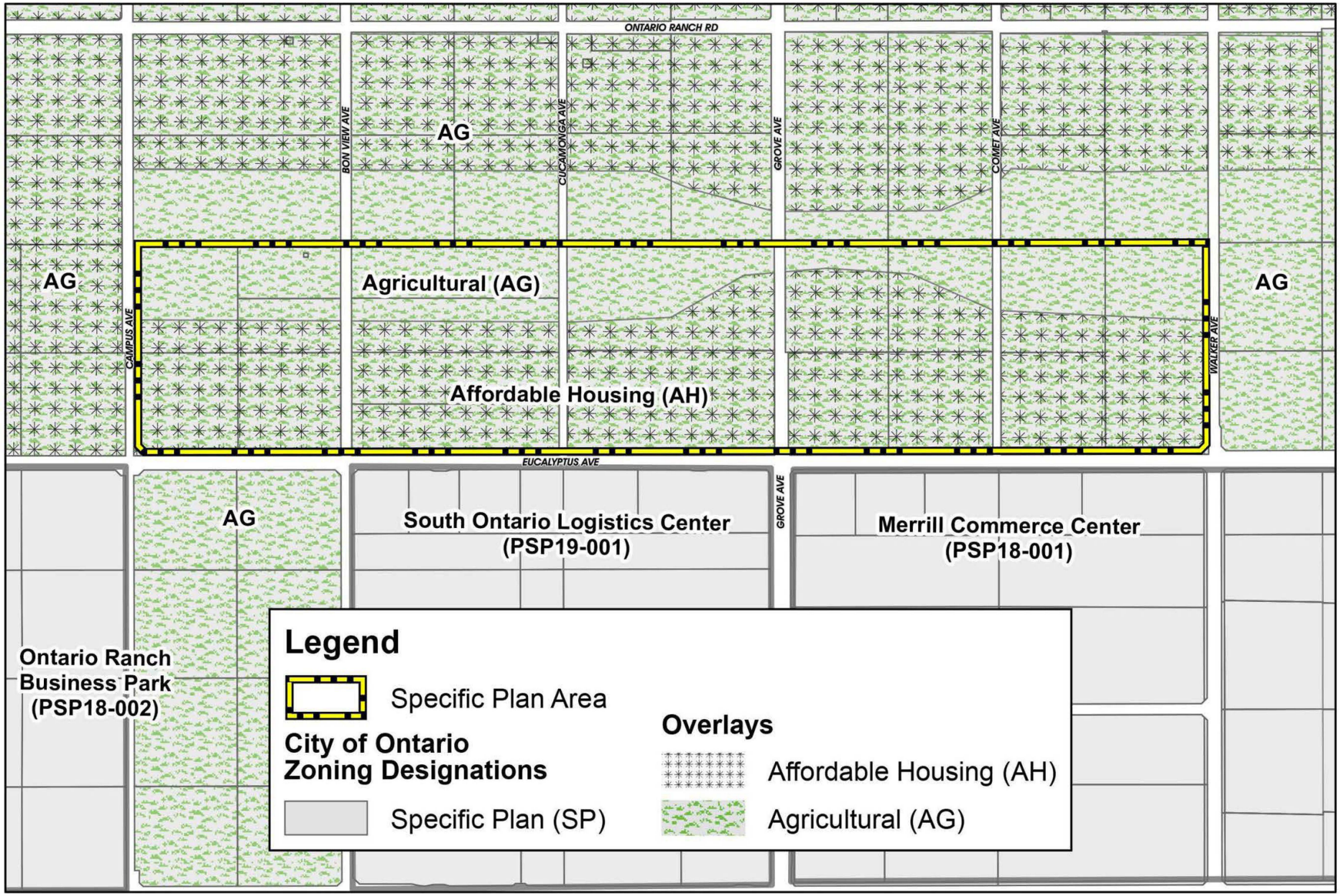


Source(s): City of Ontario (09-05-2024), Esri, Nearmap Imagery (January 2025), San Bernardino County (2025)

Figure 1-2

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Proposed General Plan Land Use Designations

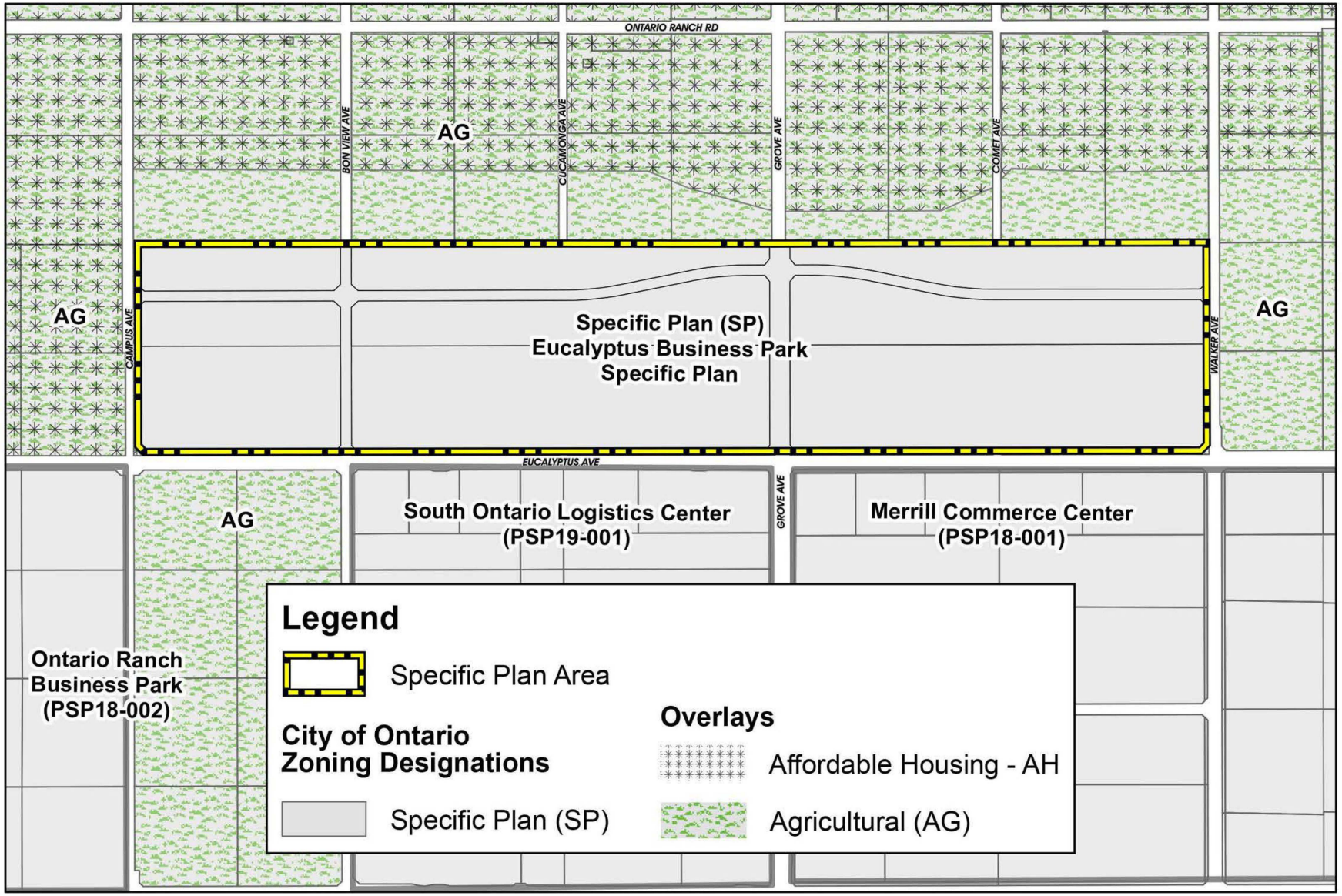


Source(s): City of Ontario (09-05-2024), Esri, Nearmap Imagery (January 2025), San Bernardino County (2025)

Figure 1-3

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Existing Zoning Designations



Source(s): City of Ontario (09-05-2024), Esri, Nearmap Imagery (January 2025), San Bernardino County (2025)

Figure 1-4

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Proposed Zoning Designations

CHAPTER 2

EXISTING CONDITIONS

2.1 Existing Assessor Parcel Numbers

At the time the Eucalyptus Business Park Specific Plan was prepared, the Specific Plan area consisted of the following Assessor Parcel Numbers (APNs), as listed on Table 2-1, *Existing APN List*, and shown on Figure 2-1, *Existing APNs*.

Table 2-1 Existing APN List

1053-531-01	0216-321-01
1053-531-02	0216-321-02
1053-531-03	0216-321-06
1053-531-04	0216-321-07
1053-541-01	0216-322-01
1053-541-02	0216-322-02
1053-551-01	0216-322-10
1053-571-01	
1053-571-02	
1053-581-03	
1053-581-04	

2.2 Existing Land Use

As shown on Figure 2-2, *Aerial Photograph*, at the time this Specific Plan was prepared, the majority of the Specific Plan area was used for dairy farming. The Specific Plan area contained multiple dairy farms developed with single-family residences, milking barns, canopy/shade structures, and cattle pens. Several man-made access roads cross the site to provide access to the farms. Grass fields are present in the southern area of the Specific Plan area, which are used for grazing or growing grass for hay and may have previously been used to grow row crops. Additionally, the northwestern portion of the Specific Plan area contains light industrial uses and truck trailer storage uses.

2.3 Surrounding Land Uses

As shown on Figure 2-3, *Existing Surrounding Land Uses*, agricultural dairy farm uses and rural residential homes abut the Specific Plan area to the north, east, west, and southwest. Light industrial and warehouse distribution uses abut the Specific Plan area to the south and southeast.

2.4 Existing Circulation and Access

2.4.1 Regional Circulation

State Route 60 (SR-60) is located approximately 2.2 miles north of the Specific Plan area and is accessible via the Grove Avenue on- and off- ramp. State Route 83 (SR-83) is located approximately 0.5 miles west of the Specific Plan area and is accessible via Ontario Ranch Road and Eucalyptus Avenue. Interstate 15 (I-15) is located approximately 4.5 miles east of the Specific Plan area and is accessible via the Ontario Ranch Road on- and off- ramp or the Limonite Avenue on- and off- ramp.

2.4.2 Local Circulation

Access to the Eucalyptus Business Park Specific Plan area is provided from Eucalyptus Avenue, Ontario Ranch Road, Campus Avenue, Bon View Avenue, Grove Avenue, and Walker Avenue. The City of Ontario designates Eucalyptus Avenue as a truck route, which provides truck access to the Specific Plan area.

Eucalyptus Avenue abuts the Specific Plan area to the south and consisted of two paved travel lanes at the time this Specific Plan was prepared. The Ontario Policy Plan designates Eucalyptus Avenue as a 4-lane Collector Street.

Ontario Ranch Road is north of the Specific Plan area and consisted of two paved travel lanes at the time this Specific Plan was prepared. The Ontario Policy Plan designates Ontario Ranch Road as an 8-lane Principal Arterial.

Campus Avenue abuts the Specific Plan area to the west. At the time this Specific Plan was prepared, no segments of Campus Avenue abutting the Specific Plan had been constructed. The Ontario Policy Plan designates Campus Avenue as a 4-lane Minor Arterial.

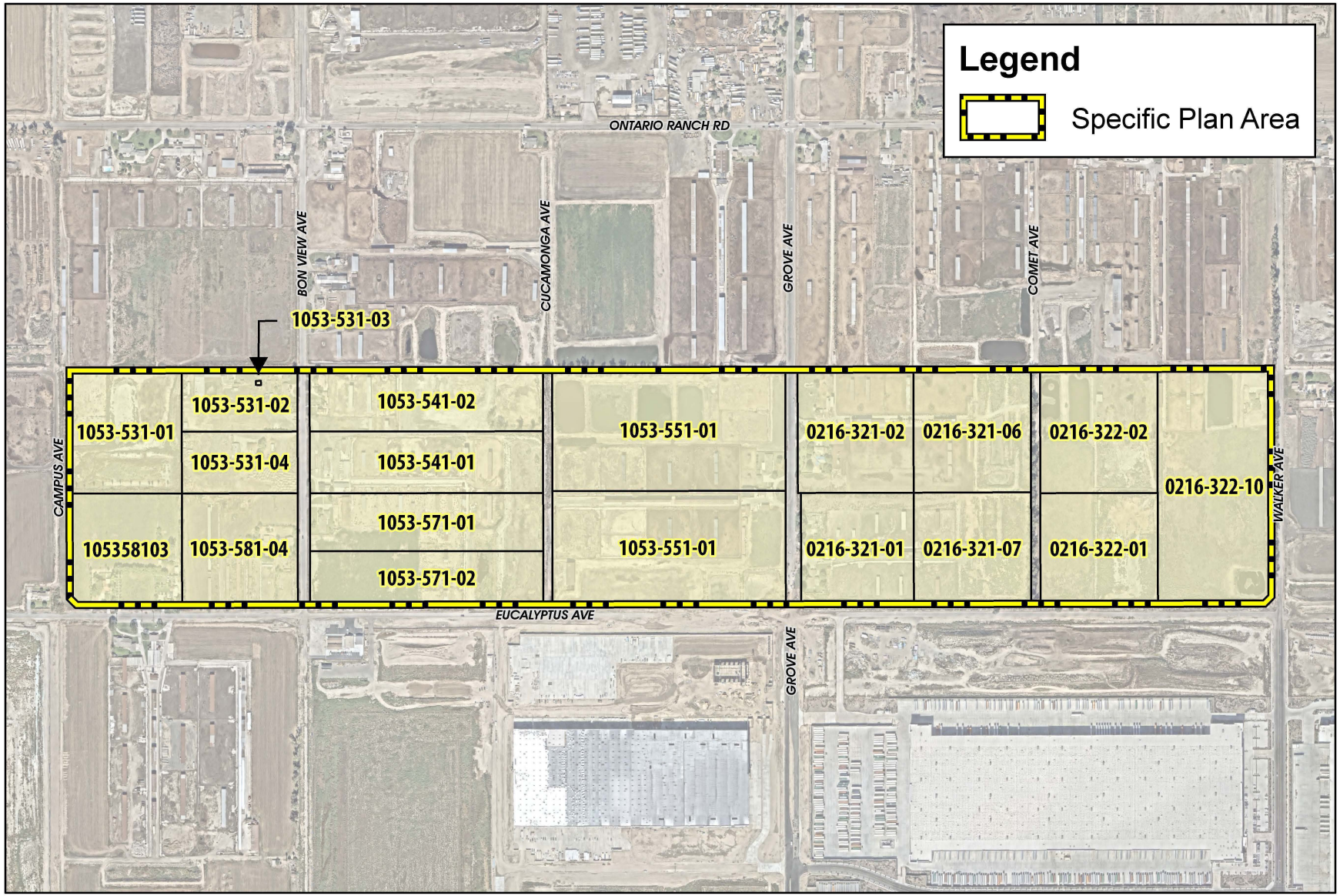
Bon View Avenue is a north-south oriented street that traverses the western portion of the Specific Plan area. At the time this Specific Plan was prepared, Bon View Avenue consisted of two paved travel lanes. The Ontario Policy Plan designates Bon View Avenue as a 2-lane Collector Street.

Grove Avenue is a north-south oriented street that traverses the central portion of the Specific Plan area. At the time this Specific Plan was prepared, Grove Avenue consisted of two paved travel lanes. The Ontario Policy Plan designated Grove Avenue as a 4-lane Principal Arterial.

Walker Avenue abuts the Specific Plan area to the east. At the time this Specific Plan was prepared, Walker Avenue consisted of two paved travel lanes. The Ontario Policy Plan designates Walker Avenue as a 2-lane Collector Street.

2.5 Williamson Act

At the time this Specific Plan was prepared (2025), two parcels within the Specific Plan area had an active Williamson Act contract in place (APNs: 0216-231-01 and 0216-321-07). An application to cancel the contract is required to be submitted to the City. Cancellation would comply with provisions and requirements identified at Government Code §51280 et. seq. The City would be required to make the required statutory findings. The landowner would be required to pay the requisite cancellation fee.



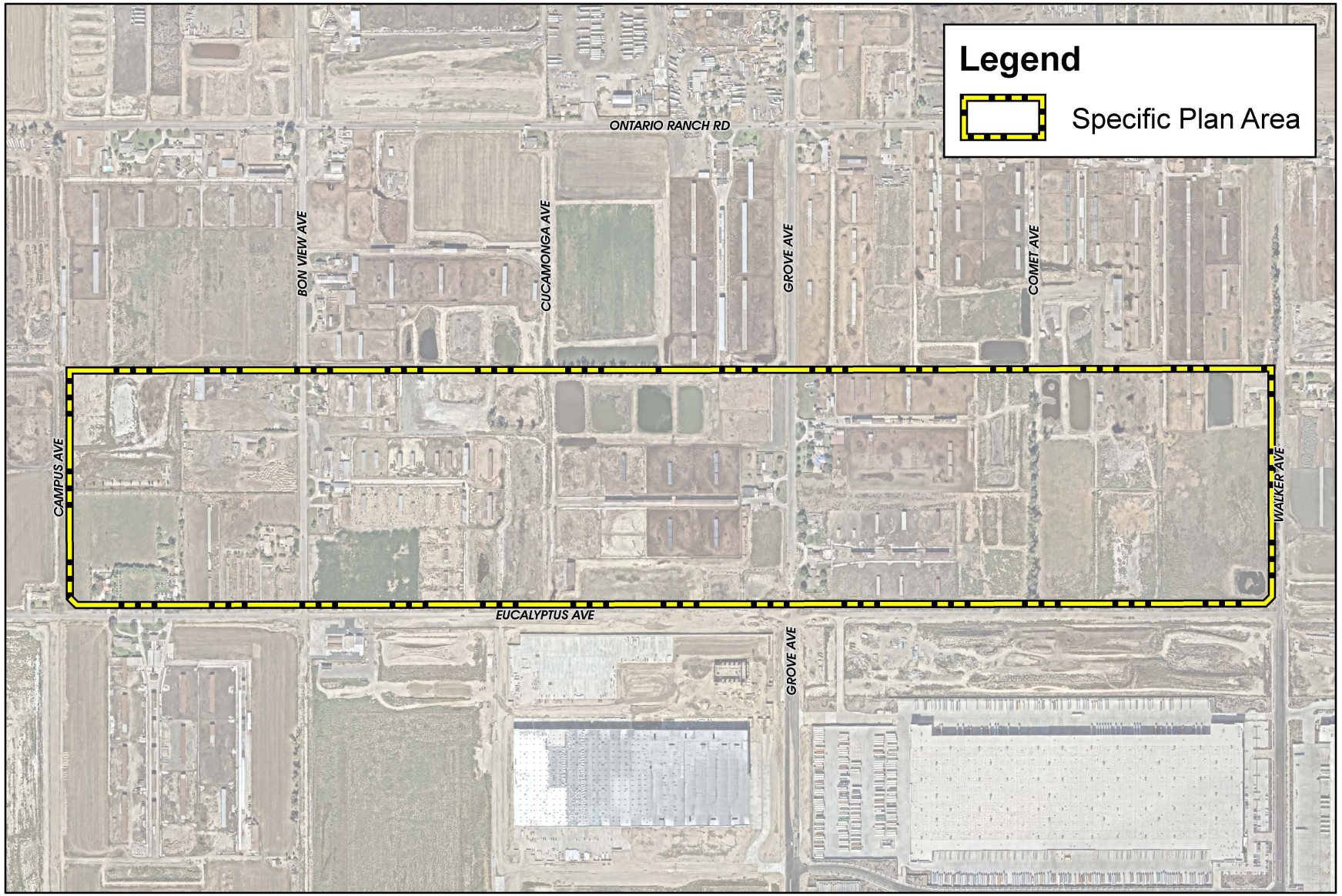
Source(s): Esri, Nearmap Imagery (October 2025), San Bernardino County (2025)

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Figure 2-1

Existing APNs

2-3



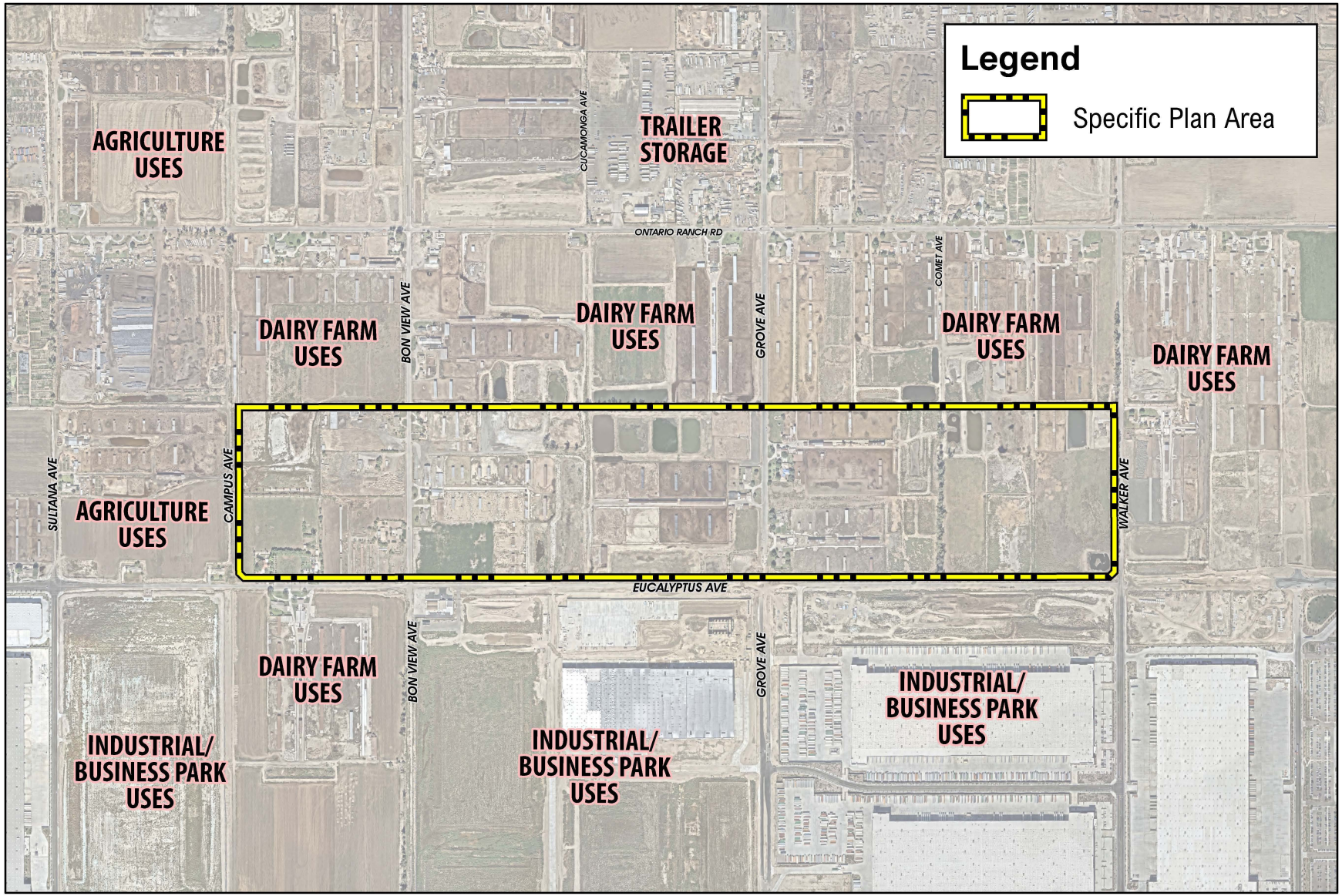
Source(s): Esri, Nearmap Imagery (October 2025), San Bernardino County (2025)

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Figure 2-2

Aerial Photograph

2-4



Source(s): Esri, Nearmap Imagery (October 2025), San Bernardino County (2025)

Figure 2-3

Existing Surrounding Land Uses

2.6 Existing Physical Site Conditions

2.6.1 Topography

The Eucalyptus Business Park Specific Plan area is relatively flat and slopes slightly to the south with an approximate elevation ranging from 690 feet above mean sea level (AMSL) to 665 feet AMSL. The current conditions of the Specific Plan area is illustrated in Figure 2-2, *Aerial Photograph*, and the existing topographic conditions for the Specific Plan area are illustrated in Figure 2-4, *USGS Topographic Map*.

2.6.2 Hydrology

At the time the Specific Plan was prepared, the Specific Plan area consisted of dairy farms and undeveloped areas. The existing topography is relatively flat with a north-to-south sheet flow drainage pattern. The Specific Plan area is located within three City of Ontario Master Drainage Plan areas, including Area XII-1, Area XIII-1, Area XIV-1 and Area XIV-2. The EIR prepared in association with the Specific Plan includes a detailed hydrology analysis for the Specific Plan area.

2.6.3 Geology and Soils

Based on information provided from the Environmental Data Report (EDR) Radius Map report, the surficial geology within Eucalyptus Business Park Specific Plan area contains unconsolidated and semi-consolidated quaternary age alluvium, lake, playa, and terrace deposits. Soil within the Specific Plan area contains Tujunga loamy sand, Hilmar loamy fine sand, Grangeville fine sandy loam, and Chino silt loam.

From a seismic perspective, the Specific Plan area is not located within an Alquist-Priolo Earthquake Fault Zone. The possibility of significant fault rupture within the Specific Plan area is considered low.

2.6.4 Vegetation and Biological Resources

Due to past and existing land uses, no native plant communities or natural communities of special concern are present within or adjacent to the Eucalyptus Business Park Specific Plan area. The EIR prepared in association with the Specific Plan includes a detailed evaluation of biological resources.

2.6.5 Existing Ground Water Wells

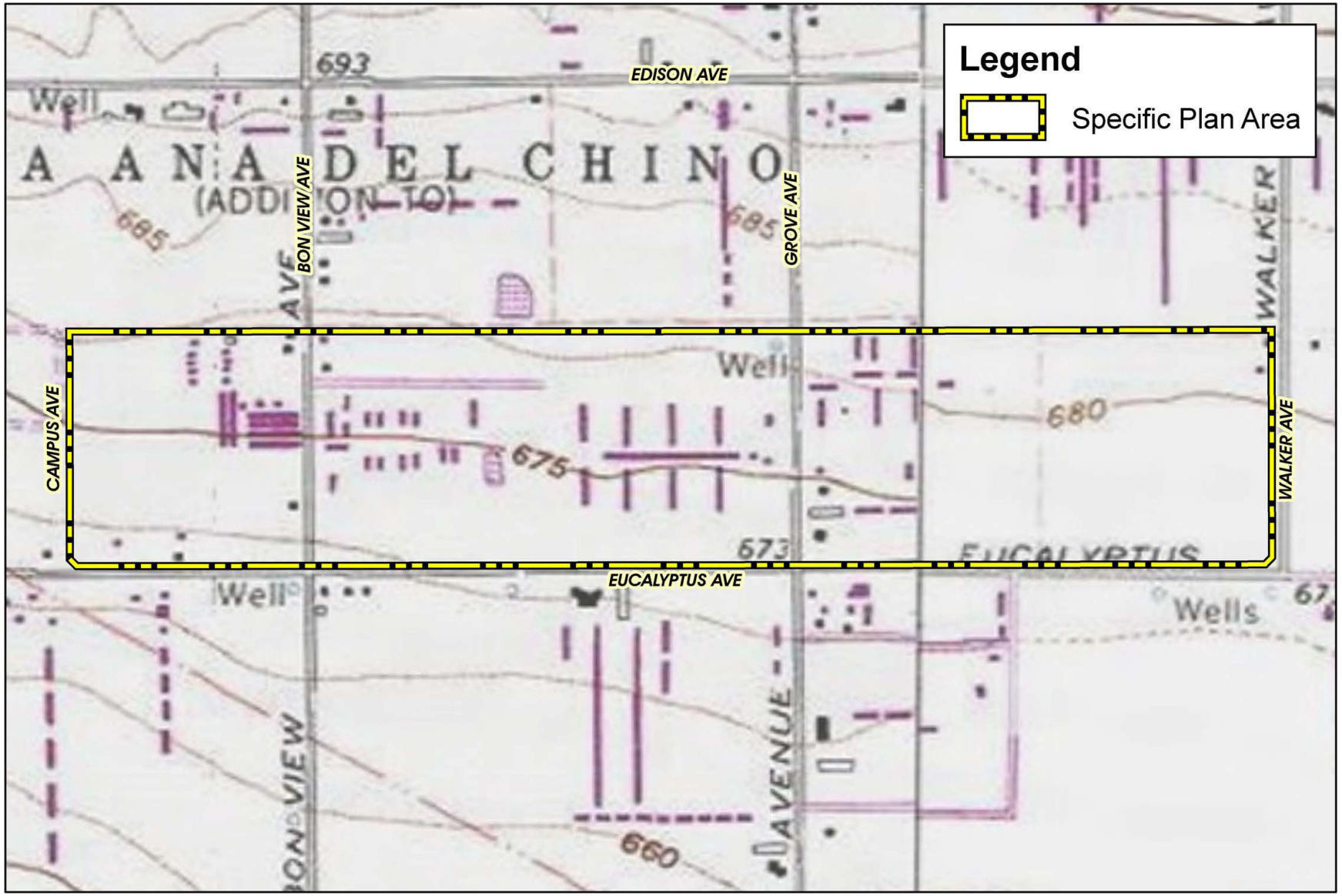
Upon development of the well site areas, these wells, or any other wells found on the property, will be abandoned per California Department of Water Resources Health Guidelines and the City of Ontario Guidelines. In compliance with the Chino Basin Watermaster's Well Procedure for Developers, documentation that a well use/destruction plan and schedule for all existing private/ agricultural wells is required to be submitted to the City of Ontario prior to any construction activities. If a private well is actively used for water supply, the Developer shall submit a plan to abandon such well and connect users to the City's water system when available.

Wells shall be destroyed/ abandoned per the California Water Resource Guidelines and require permitting from the County Health Department. Documentation that the well abandonment process is underway shall be provided to the Engineering Department and the Ontario Municipal Utilities Company at the time of a grading permit and/or building permit being issued for the affected property. 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 the 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. Refer to Figure 2-5,

Existing Water Wells, for locations of water wells within the Specific Plan area. Existing wells may be converted to groundwater monitoring wells if feasible, at the City's discretion.

2.6.6 Existing NPDES Compliance

In the existing conditions, NPDES requirements are enforced under the Agricultural Permit issued by the State Water Resources Control Board.

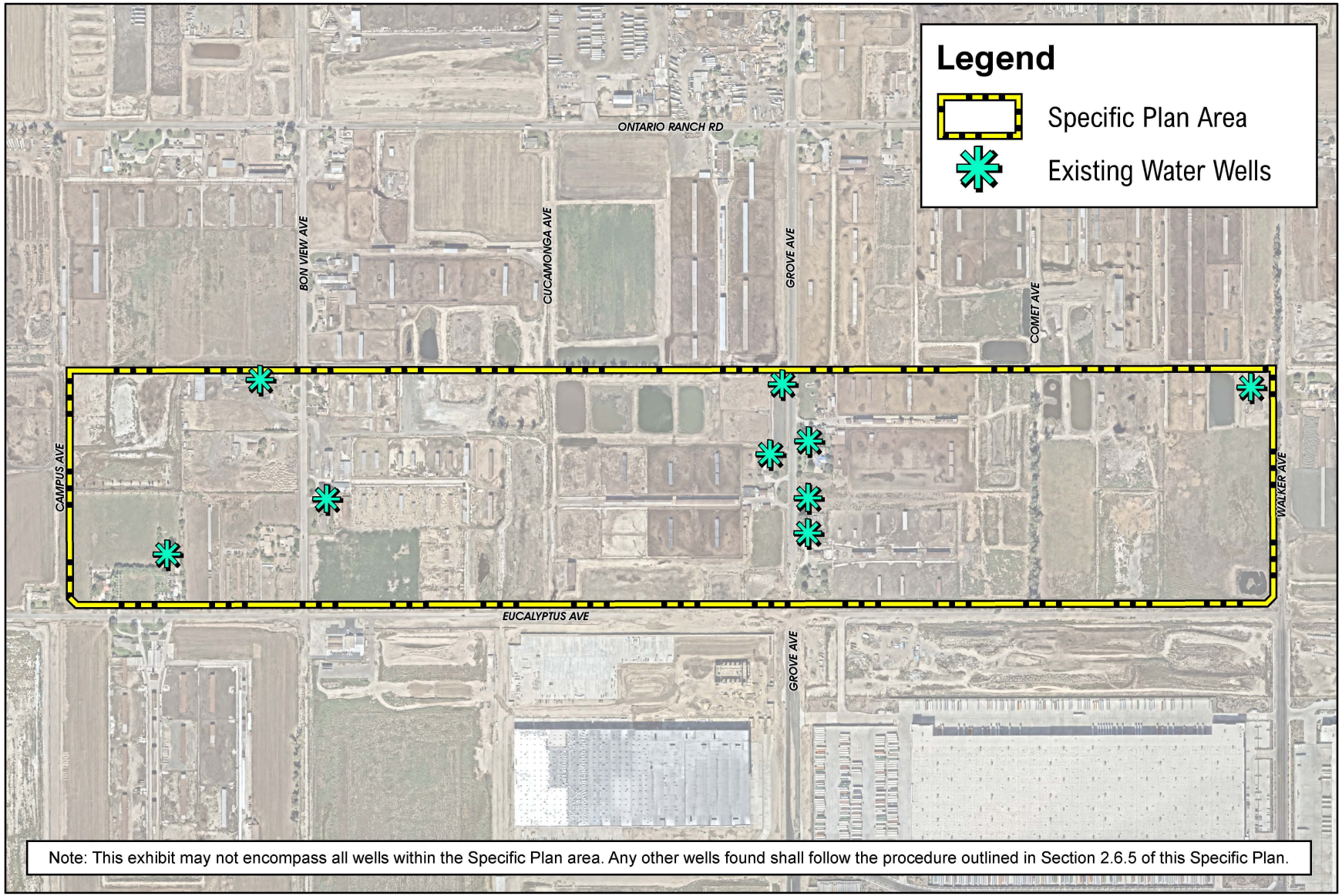


Source(s): Esri, Michael Baker (March 2025), USGS (2013)

Figure 2-4

USGS Topographic Map

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Source(s): Esri, Nearmap Imagery (October 2025), San Bernardino County (2025)

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Feet

Figure 2-5

Existing Water Wells

CHAPTER 3

LAND USE

3.1 Vision

The Eucalyptus Business Park Specific Plan area is envisioned as a dynamic employment hub within a thoughtfully designed, master-planned environment along with a public parkland area intended to support passive recreation needs for the surrounding residents. It is situated in the southern portion of the City of Ontario, at the heart of one of Southern California's most robust logistics and business corridors. The location is ideally positioned to support a wide range of business park and employment-generating uses. With strategic proximity to major freeways, regional airports, and the Ports of Los Angeles and Long Beach, the Eucalyptus Business Park Specific Plan area offers unparalleled access to regional, national, and international markets. The Eucalyptus Business Park Specific Plan is designed to foster long-term economic growth, support business innovation, and provide high-quality jobs, contributing to the vitality of the local community and the broader Inland Empire region.

3.2 Land Use Plan

This Specific Plan establishes two land use designations: Business Park and Open Space – Parkland. For planning purposes, as shown on Figure 3-1, *Conceptual Land Use Plan*, and Table 3-1, *Land Use Plan Statistical Summary*, the Specific Plan will establish nine planning areas to provide for the development of a 189.0-acre site with up to 2,939,000 square feet (SF) of Business Park floor space on 137.90 acres at a maximum allowed floor area ratio (FAR) of 0.55 and 35.88 acres of Open Space – Parkland. The remaining 15.24 acres are designated for roadway improvements.

Table 3-1 Land Use Plan Statistical Summary

PA	Land Use	Acres	Maximum Buildout SF
Business Park			
1	Business Park	7.70	162,600
2	Business Park	18.33	273,700
3	Business Park	18.21	340,700
4	Business Park	18.19	423,200
5	Business Park	37.76	859,300
6	Business Park	37.71	879,500
Business Park Totals		**137.90 AC**	**2,939,000 SF**
Open Space – Parkland			
7	Open Space – Parkland	8.00	--
8	Open Space – Parkland	13.99	--
9	Open Space – Parkland	13.89	--
Total Open-Space Parkland Acreage		**35.88 AC**	--
--	Roadway	15.24	--
Total		**189.0 AC**	**2,939,000 SF**

Notes:

1. A maximum of 10,000 SF total of Commercial uses may be provided within the Business Park Planning Areas 1, 2, 3, 4, 5, and/or 6.

2. A publicly operated animal resource center site (35,000 SF) may be provided within the Business Park Planning Areas 1, 2, 3, 4, 5, 6, 7, 8, or 9. The final size and location of the animal resource center site is subject to the approval by the City of Ontario.

3. Total acreage of 189.0 is rounded up to the nearest one-tenth of an acre.

4. The Specific Plan allows the transfer of development square footage (15 percent or less) within the same land use designation, provided that the shift in square footage would not exceed the maximum allowable overall square footage (2,939,000) and the maximum building FAR (0.55).

3.2.1 Business Park

Encompassing 137.90 acres in the southerly portion of the Specific Plan area along its frontage with Eucalyptus Avenue, Planning Areas 1 through 6 are designated Business Park. Up to 2,939,000 SF of building space are permitted across Planning Areas 1 through 6.

The Business Park land use designation intends to provide for uses such as employee-intensive office spaces, technology centers, research and development facilities, warehouse and distribution, and light manufacturing. Primary vehicular access is planned within Eucalyptus Avenue, Public Street 'A', Campus Avenue, Bon View Avenue, Grove Avenue, and Walker Avenue. The Specific Plan also allows a maximum total of 10,000 SF of commercial uses within the Business Park planning areas to support the Business Park operations and a potential 35,000 SF publicly operated animal resource center.

The Specific Plan allows the transfer of development square footage (15 percent or less) within the same land use designation, provided that the shift in square footage would not exceed the maximum allowable overall square footage (2,939,000) and the maximum building FAR (0.55).

3.2.2 Open Space – Parkland

Encompassing 35.88 acres in the northerly portion of the Specific Plan area along its frontage with Public Street 'A', Planning Areas 7, 8, and 9 are designated Open Space – Parkland. The Open Space – Parkland planning areas intend to provide passive recreational facilities, such as open space areas, benches, and trails.

3.3 Airport Influence Compliance

The Specific Plan area is located within the Ontario International Airport (ONT) Influence Area (AIA), and it is located outside any identified safety, airspace protection, and noise impact zones. All properties located within the ONT AIA are subject to a real estate transaction disclosure notice.

The Specific Plan area is also located within the Chino Airport (CNO) AIA. The San Bernardino County Comprehensive Land Use Plan for Chino Airport was adopted in 1991 and does not reflect guidance set forth in the 2011 Caltrans Airport Land Use Planning Handbook. As such, in 2022, the City of Ontario adopted the CNO Overlay District which provides maps, criteria, and policy language to guide development within the Chino AIA consistent with the 2011 Caltrans Airport Land Use Planning Handbook.

As illustrated in Figure 3-2, *Chino Safety Zones*, the majority of the Specific Plan area is located within CNO Safety Zone 6 (low risk), with a very small portion of the southeastern corner located within Safety Zone 4 (moderate risk).

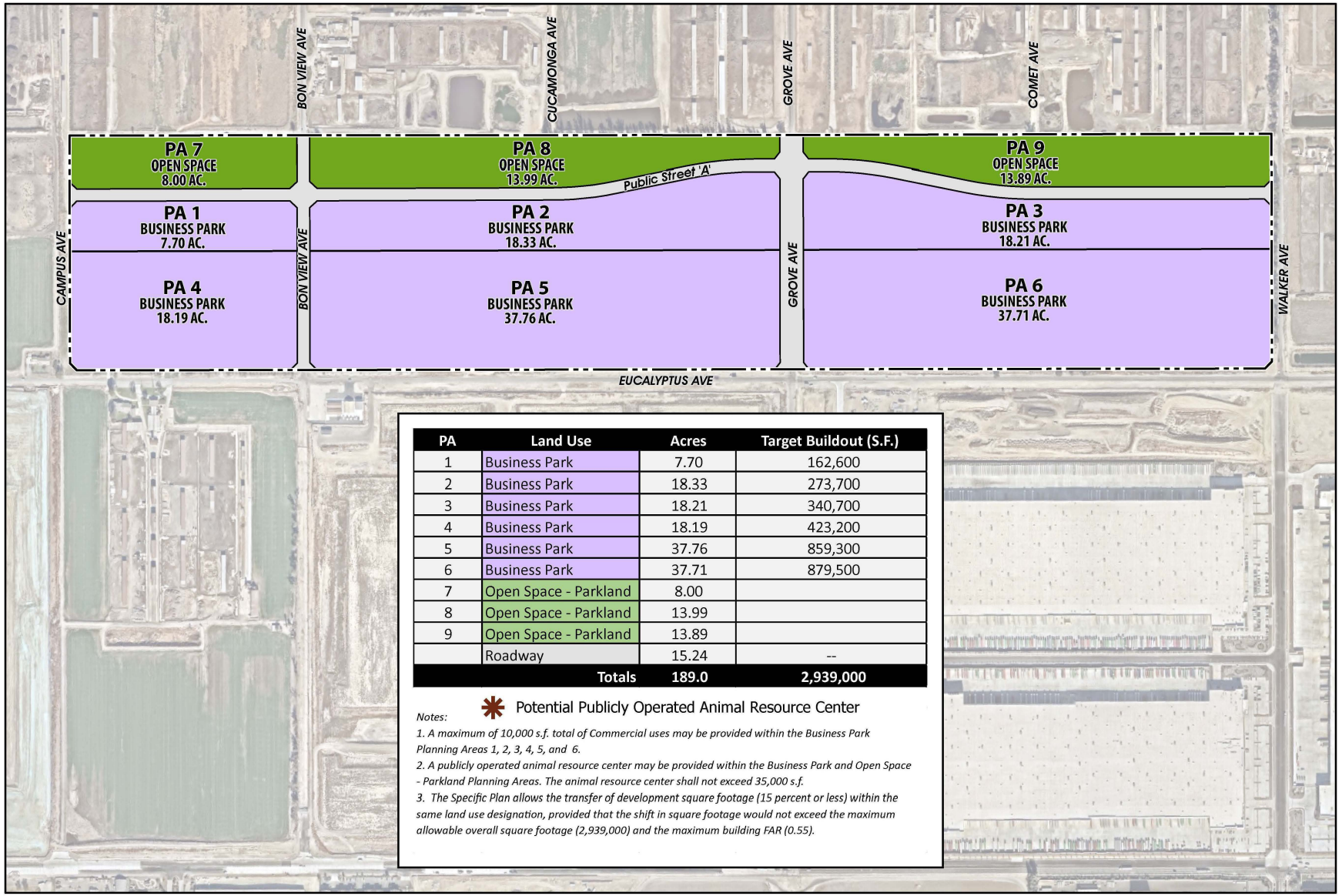
Development within the Eucalyptus Business Park Specific Plan shall be consistent with the policies and criteria of the Chino ALUCP that include building height, land use, floor area ratio (FAR) limitations and open land requirements. For further details, refer to Chapter 5, *Development Regulations*, as well as the ONT and CNO Airport Land Use Compatibility Plans.

3.4 Conceptual Site Plan

Figure 3-3, *Conceptual Site Plan*, depicts a potential layout of the Specific Plan area. The final building configurations, sizes, and orientation will be determined during the Development Plan review process.

The conceptual site plan reflects current market trends, site conditions, and planned infrastructure. The conceptual site plan may be

modified provided it does not exceed the maximum square footage provided in the Specific Plan's Conceptual Land Use Plan and complies with this Specific Plan and applicable provisions of the City of Ontario's Development Code.



PA	Land Use	Acres	Target Buildout (S.F.)
1	Business Park	7.70	162,600
2	Business Park	18.33	273,700
3	Business Park	18.21	340,700
4	Business Park	18.19	423,200
5	Business Park	37.76	859,300
6	Business Park	37.71	879,500
7	Open Space - Parkland	8.00	
8	Open Space - Parkland	13.99	
9	Open Space - Parkland	13.89	
	Roadway	15.24	--
	Totals	**189.0**	**2,939,000**

✱ Potential Publicly Operated Animal Resource Center

Notes:

1. A maximum of 10,000 s.f. total of Commercial uses may be provided within the Business Park Planning Areas 1, 2, 3, 4, 5, and 6.

2. A publicly operated animal resource center may be provided within the Business Park and Open Space - Parkland Planning Areas. The animal resource center shall not exceed 35,000 s.f.

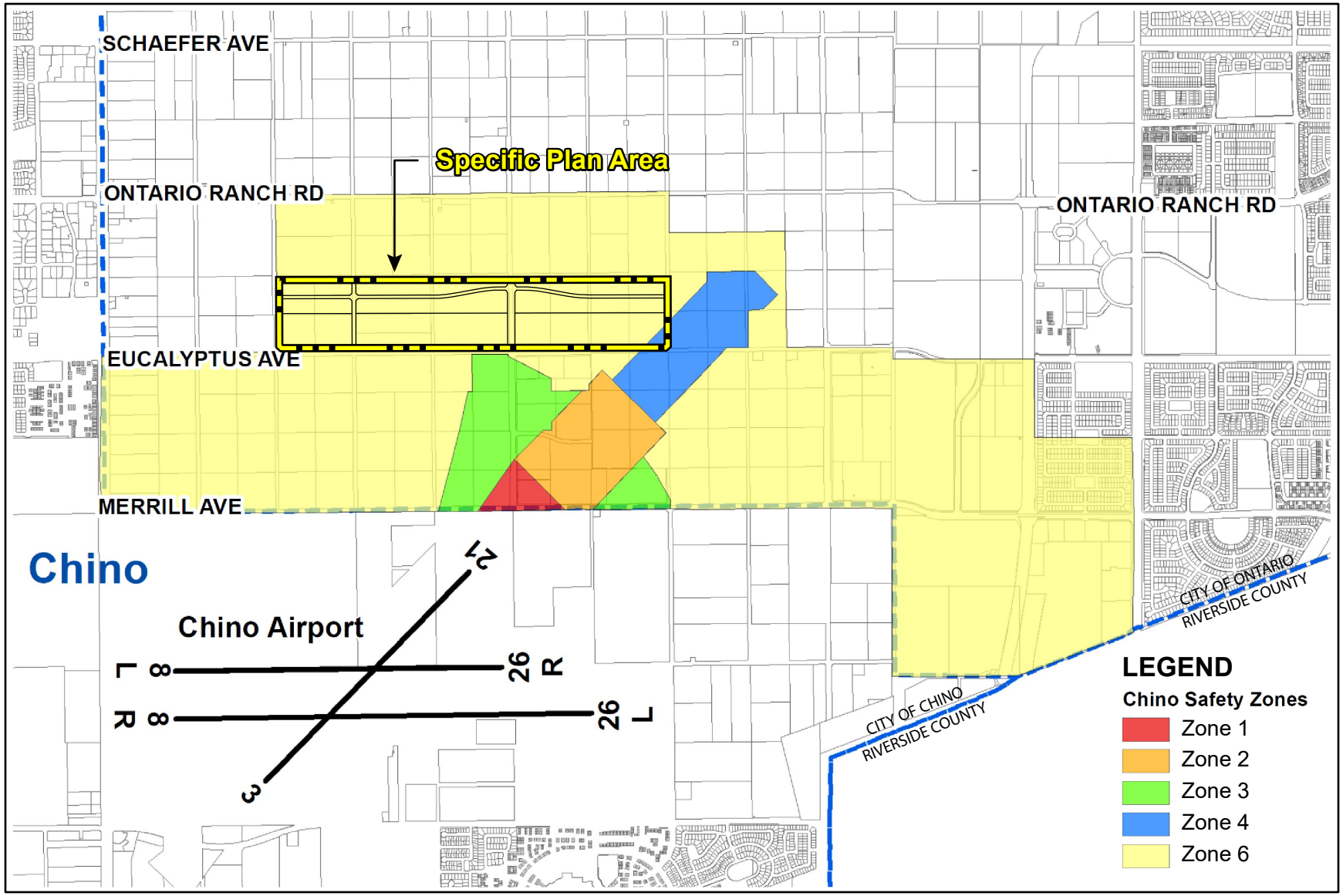
3. The Specific Plan allows the transfer of development square footage (15 percent or less) within the same land use designation, provided that the shift in square footage would not exceed the maximum allowable overall square footage (2,939,000) and the maximum building FAR (0.55).

Source(s): ESRI, Nearmap Imagery (January 2025), Michael Baker (11-20-2025)

0 200 400 800 Feet

Figure 3-1

Conceptual Land Use Plan



Source(s): The City of Ontario General Plan 2050 (05-09-2022)

Figure 3-2

Chino Safety Zone

Not to Scale



Source(s): RGA (12-16-2025)

Figure 3-3

Conceptual Site Plan

Not to Scale

CHAPTER 4

INFRASTRUCTURE PLAN

4.1 Circulation and Access Plan

The Eucalyptus Business Park Specific Plan Circulation and Access Plan provides direct, safe, and convenient access for visitors, employees, and commercial vehicles including trucks to and from the Specific Plan area. Components of the Specific Plan's Circulation and Access Plan are discussed and illustrated below.

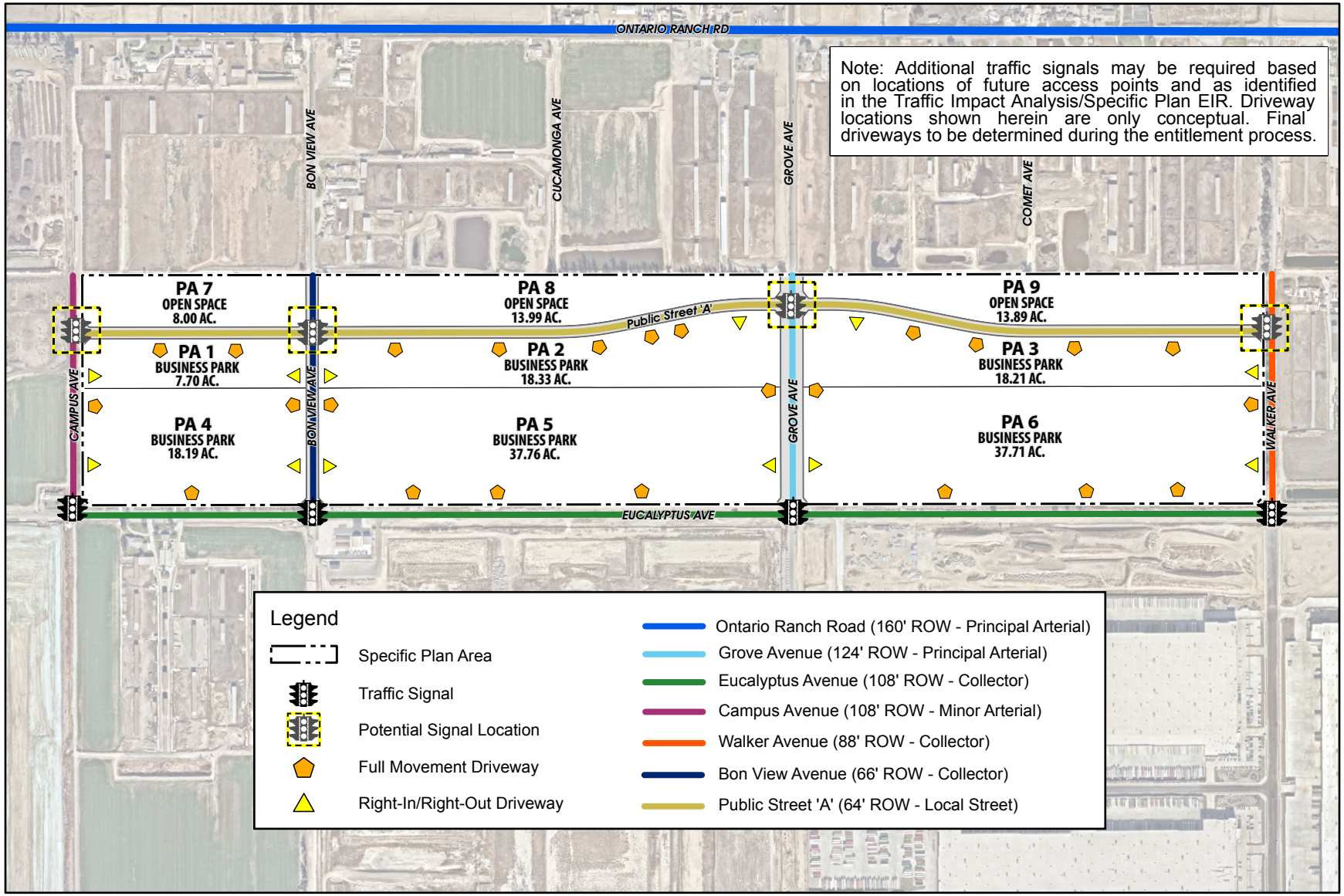
4.1.1 Vehicular Circulation

Direct access to the Eucalyptus Business Park Specific Plan area is provided by Campus Avenue from the west, Eucalyptus Avenue from the south, and Walker Avenue from the east. Additionally, Bon View Avenue and Grove Avenue provide access through the Specific Plan area in the north-south orientation. The Specific Plan proposes to provide an internal east-west oriented Public Street 'A' through the Specific Plan area to connect Campus Avenue and Walker Avenue. Public Street 'A' will provide a separation between the Business Park land uses and the Open Space – Parkland land uses.

The installation of traffic controls (traffic signals and stop signs) and the location and orientation of private driveways serving individual buildings and uses will be determined as part of implementing development plans. Additional right-of-way may be required to accommodate additional left turn lanes at intersections based on required queue lengths per the Traffic Impact Analysis/Specific Plan EIR.

Figure 4-1, *Conceptual Vehicular Circulation and Access Plan*, illustrates the vehicular circulation plan within the Specific Plan area. Final intersection spacing, intersection right-of-way (ROW), and traffic controls must conform to the findings of the associated traffic impact analysis and to City standards. All right-of-way/easements necessary to construct the required public improvements shall be obtained to the extent feasible.

The following pages describe and illustrate the primary components of the Eucalyptus Business Park Specific Plan's vehicular circulation network. Existing interim striping shall be removed along existing frontage streets. Refer to Chapter 7, *Implementation Plan*, for additional circulation improvement standards pertaining to phasing.



Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (04-01-2026), San Bernardino County (2025)

Figure 4-1

0 200 400 800
Feet

Conceptual Vehicular Circulation and Access Plan

4-2

A. Campus Avenue (108' ROW Minor Arterial)

Campus Avenue forms the western boundary of Planning Areas 1, 4, and 7. At the time this Specific Plan was prepared, no segments of the ROW abutting the Specific Plan area had been constructed. This public roadway will provide access to the Specific Plan area from off-site areas to the north and south.

As shown on Figure 4-2, *Street Sections – Campus Avenue, Bon View Avenue, and Grove Avenue*, the developer(s) of the Eucalyptus Business Park Specific Plan area will be responsible for constructing the eastern 78 feet out of the total 108-foot-wide ROW. The 78 feet of improvement includes 59 feet of paved roadway, a 12-foot-wide parkway that includes 7 feet of curb-adjacent landscaping and a 5-foot-wide sidewalk. The remaining western portions of the Campus Avenue ROW will be constructed by others and include 18 feet of paved roadway and a 12-foot-wide parkway containing 7 feet of curb-adjacent landscaping and a 5-foot-wide sidewalk.

Beyond the Campus Avenue ROW, a 23-foot-wide landscape buffer abuts both the eastern and western sides of the ROW. Developer(s) of the Specific Plan area will be responsible for constructing the eastern landscape buffer inclusive of an 8-foot-wide multi-purpose trail.

A traffic signal will be located at the intersection of Campus Avenue and Eucalyptus Avenue by developer(s) within the Specific Plan area and a potential traffic signal may be installed at the intersection of Campus Avenue and Public Street 'A'. Traffic signal locations are subject to change based on the results and recommendations of a traffic study. All improvements to Campus Avenue are required to comply with applicable City of Ontario requirements, including sight distance requirements.

Final driveway locations along Campus Avenue will be determined in conjunction with the design of implementing development projects, in accordance with Chapter 2.0 Access Guidelines of the City of Ontario's Traffic and Transportation Design Guidelines.

B. Bon View Avenue (66' ROW Collector)

Bon View Avenue forms the eastern boundary of Planning Areas 1, 4, and 7 and the western boundary of Planning Areas 2, 5, and 8. This public roadway provides access to the Specific Plan area from off-site areas to the north and south.

As shown on Figure 4-2, *Street Sections – Campus Avenue, Bon View Avenue, and Grove Avenue*, the developer(s) of the Eucalyptus Business Park Specific Plan area will be responsible for constructing the entire width of the 66-foot-wide ROW. The 66 feet of improvement includes 48 feet of paved roadway and a 9-foot-wide parkway on both sides of the street that includes 4 feet of curb-adjacent landscaping and a 5-foot-wide sidewalk.

Beyond the Bon View Avenue ROW, a 20-foot-wide storm drain easement abuts the eastern side of the ROW. Easement width requirement is subject to change based on findings of City-approved hydraulic studies, master plan updates, and project final designs.

Developers outside of the Specific Plan area are constructing a traffic signal at the intersection of Bon View Avenue and Eucalyptus Avenue and a potential traffic signal may be installed at the intersection of Bon View Avenue and Public Street 'A'. If the traffic signal improvements are not completed and accepted by the City, developer(s) of this Specific Plan area is subject to the traffic signal improvements required. All improvements to Bon View Avenue are required to comply with applicable City of Ontario requirements,

including sight distance requirements. Due to utility constraints, Bon View Avenue may need to be constructed as a tilt section.

Final driveway locations along Bon View Avenue will be determined in conjunction with the design of implementing development projects, in accordance with Chapter 2.0 Access Guidelines of the City of Ontario's Traffic and Transportation Design Guidelines and to the satisfaction of the City Engineer.

C. Grove Avenue (124' ROW Principal Arterial)

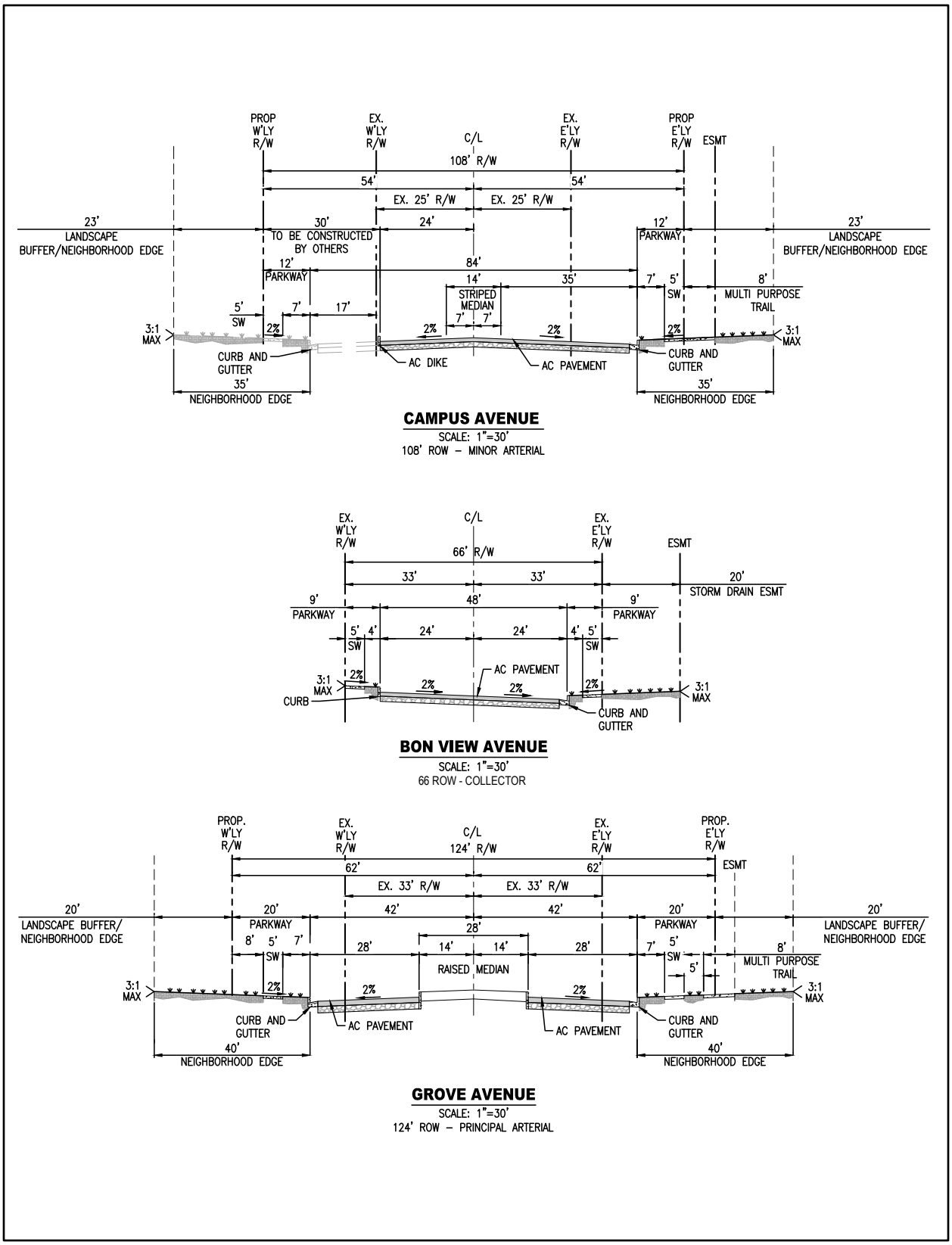
Grove Avenue forms the eastern boundary of Planning Areas 2, 5, and 8 and the western boundary of Planning Areas 3, 6, and 9. This public roadway provide access to the Specific Plan area from off-site areas to the north and south.

As shown on Figure 4-2, *Street Sections – Campus Avenue, Bon View Avenue, and Grove Avenue*, the developer(s) of the Eucalyptus Business Park Specific Plan area will be responsible for constructing the entire width of the 124-foot-wide ROW. The 124 feet of improvement includes a 28-foot-wide raised center median, and 56 feet of paved roadway and a 20-foot-wide parkway on both sides of the street. The 20-foot-wide parkway on the western side of the ROW provides 7 feet of curb-adjacent landscaping, a 5-foot-wide sidewalk and an additional 8 feet of landscaping on the west side of the sidewalk. The 20-foot-wide parkway on the eastern side of the ROW provides 7 feet of curb-adjacent landscaping, a 5-foot-wide sidewalk, 5 feet of additional landscaping, and an 8-foot-wide multi-purpose trail.

Beyond the Grove Avenue ROW, a 20-foot-wide landscape buffer abuts both the eastern and western sides of the ROW.

The traffic signal at the intersection of Grove Avenue and Eucalyptus Avenue will be constructed by others, as part of adjacent development to the south. A potential traffic signal may be installed at the intersection of Grove Avenue and Street 'A". If the traffic signal improvements are not completed and accepted by the City, developer(s) of this Specific Plan area is subject to the traffic signal improvements required. Traffic signal locations are subject to change based on the results and recommendations of a traffic study. All improvements to Grove Avenue are required to comply with applicable City of Ontario requirements, including sight distance requirements.

Final driveway locations along Grove Avenue will be determined in conjunction with the design of implementing development projects, in accordance with Chapter 2.0 Access Guidelines of the City of Ontario's Traffic and Transportation Design Guidelines and to the satisfaction of the City Engineer.



Source(s): Michael Baker International (04-01-2026)

Figure 4-2

Street Sections - Campus Avenue, Bon View Avenue, and Grove Avenue

Not to Scale

D. Walker Avenue (88' ROW Collector)

Walker Avenue forms the eastern boundary of Plannings Areas 3, 6, and 9. This public roadway provides access to the Specific Plan area from off-site areas to the north and south.

As shown on Figure 4-3, *Street Sections – Walker Avenue, Eucalyptus Avenue*, *and Public Street 'A'*, the developer(s) of the Eucalyptus Business Park Specific Plan area will be responsible for constructing the western 69 feet out of the total 88-foot-wide ROW. The 69 feet of improvement includes 57 feet of paved roadway and a 12-foot-wide parkway that includes 7 feet of curb-adjacent landscaping and a 5-foot-wide sidewalk. The remaining eastern portions of Walker Avenue ROW will be constructed by others and include 7 feet of paved roadway, a 12-foot-wide parkway containing 7 feet of curb-adjacent landscaping and 5-foot-wide sidewalk, and an 8-foot wide Multi Purpose Trail located outside of the right-of-way.

A 23-foot-wide landscape buffer abuts both the east and west sides of the Walker Avenue ROW. Within the eastern landscape buffer, developers outside of the Specific Plan area will be responsible for constructing an 8-foot-wide multi-purpose trail.

The traffic signal at the intersection of Walker Avenue and Eucalyptus Avenue will be constructed by others as part of adjacent development to the south. A potential traffic signal may be installed at the intersection of Walker Avenue and Public Street 'A'. If the traffic signal improvements are not completed and accepted by the City, developer(s) of this Specific Plan area is subject to the traffic signal improvements required. All improvements to Walker Avenue are required to comply with applicable City of Ontario requirements, including sight distance requirements. Developers shall design and construct asphalt and concrete pavements on Walker Avenue southbound approaches at Eucalyptus Avenue in accordance with City of Ontario standard drawing #1011 and 1207, as Walker Avenue will be designated as a truck route.

Final driveway locations along Walker Avenue will be determined in conjunction with the design of implementing development projects, in accordance with Chapter 2.0 Access Guidelines of the City of Ontario's Traffic and Transportation Design Guidelines and to the satisfaction of the City Engineer.

E. Eucalyptus Avenue (108' ROW Collector)

Eucalyptus Avenue forms the southern boundary of Planning Areas 4, 5, and 6. This public roadway provides access to the Specific Plan area from off-site areas to the east and west.

As shown on Figure 4-3, *Street Sections – Walker Avenue, Eucalyptus Avenue, and Public Street 'A',* Eucalyptus Avenue will provide 84 feet of paved roadway, which includes a 14-foot-wide painted median. A 12-foot-wide parkway that includes 7 feet of curb-adjacent landscaping and a 5-foot-wide sidewalk is provided on both sides of the street. Beyond the ROW, a 23-foot-wide landscape buffer abuts both sides of Eucalyptus Avenue. Additionally, an 8-foot-wide multi-purpose trail is provided within the northern landscape buffer.

Developer(s) within the Eucalyptus Business Park Specific Plan area west of Grove Avenue will be responsible for constructing the northern 16 feet of paved roadway, the 12-foot-wide parkway, and the 8-foot-wide multi-purpose trail. Developer(s) within the Eucalyptus Business Park Specific Plan area east of Grove Avenue will be responsible for constructing the 12-foot-wide parkway and the 8-foot-wide multi-purpose trail. The remaining portions of Eucalyptus Avenue, as illustrated in Figure 4-3, will be constructed by developer(s)

outside of the Specific Plan area. Developer(s) shall design and construct concrete pavement at all intersection approaches in accordance with City of Ontario Standard Drawing No. 1207, as Eucalyptus Avenue will be designated as a truck route.

The traffic signals along Eucalyptus Avenue at its intersections with Bon View Avenue, Grove Avenue, and Walker Avenue will be constructed by others, as part of adjacent development to the south. If the traffic signal improvements are not completed and accepted by the City, developer(s) of this Specific Plan area is subject to the traffic signal improvements required. Developer(s) within the Specific Plan area will be responsible for a traffic signal at the intersection of Eucalyptus Avenue and Campus Avenue. Traffic signal locations are subject to change based on the results and recommendations of a traffic study. All improvements to Eucalyptus Avenue are required to comply with applicable City of Ontario requirements, including sight distance requirements.

Final driveway locations along Eucalyptus Avenue will be determined in conjunction with the design of implementing development projects, in accordance with Chapter 2.0 Access Guidelines of the City of Ontario's Traffic and Transportation Design Guidelines and to the satisfaction of the City Engineer.

F. Public Street 'A' (64' ROW Local Street)

Public Street 'A' forms the northern boundary of Planning Areas 1, 2, and 3 and the southern boundary of Planning Areas 7, 8, and 9. This public roadway provides access to the Specific Plan area from off-site areas to the east and west.

As shown on Figure 4-3, *Street Sections – Walker Avenue, Eucalyptus Avenue, and Public Street 'A'*, implementing projects within the Eucalyptus Business Park Specific Plan area will be responsible for constructing the entire width of the 64-foot-wide ROW. The 64 feet of improvement includes 40 feet of paved roadways and a 12-foot-wide parkway on both sides of the street that includes 7 feet of curb adjacent landscaping and a 5-foot-wide sidewalk. Notwithstanding the above, Street 'A' may require additional roadway width at intersections with north–south streets to accommodate truck turning movements associated with the Business Park uses. Accordingly, the right-of-way and paved roadway width for Street A may be increased at intersections, as determined necessary through implementing projects, subject to City review and approval.

A traffic signal may be required at the intersection of Public Street 'A' and Grove Avenue, Public Street 'A' and Campus Avenue, Public Street 'A' and Bon View Avenue, and Public Street 'A' and Walker Avenue. Traffic signal locations are subject to change based on the results and recommendations of a traffic study. All improvements to Public Street 'A' are required to comply with applicable City of Ontario requirements, including sight distance requirements.

Final driveway locations along Public Street 'A' will be determined in conjunction with the design of implementing development projects, in accordance with Chapter 2.0 Access Guidelines of the City of Ontario's Traffic and Transportation Design Guidelines and to the satisfaction of the City Engineer.

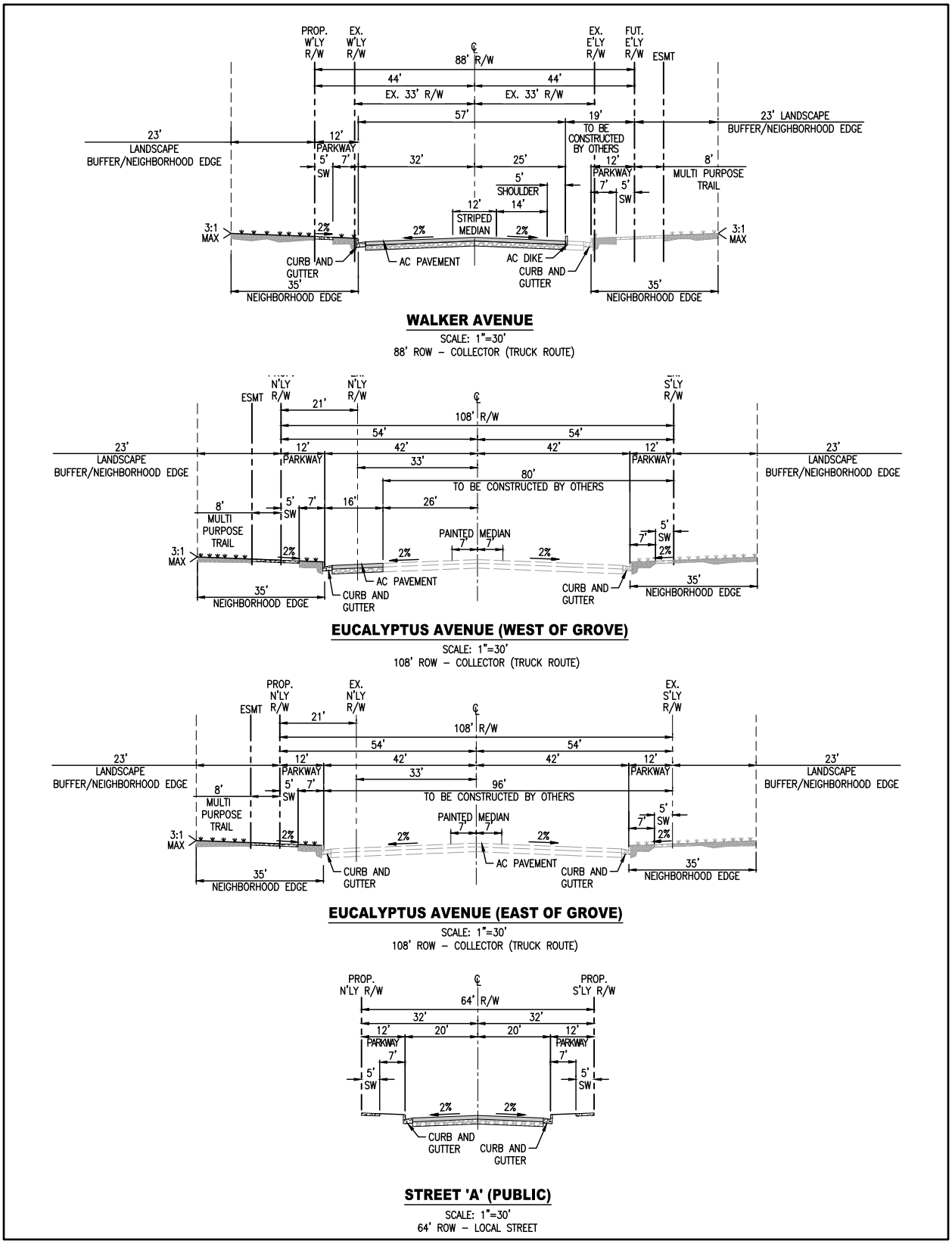
G. Private Drive Aisles

Private drive aisles connect individual planning areas to the public roadways described above. Within each planning area, private drive aisles provide vehicular access for automobiles and commercial vehicles including trucks to parking lots and loading areas and provide sidewalk opportunities for pedestrian and bicycle access to building entries and

amenities. Private drive aisles will have pavement widths that range between 24 and 50 feet. Private drive aisles are not depicted on Figure 4-1 as their locations, alignments, and widths will be determined in conjunction with the design of implementing development projects.

H. Truck Routes

Access to the Eucalyptus Business Park Specific Plan area is provided from Eucalyptus Avenue, Campus Avenue, Bon View Avenue, Grove Avenue, Walker Avenue, and Public Street 'A'. Project truck traffic shall use the City's truck route in Euclid Avenue, Walker Avenue, Eucalyptus Avenue, and Merrill Avenue to access the Specific Plan area.



Source(s): Michael Baker International (04-01-2026)

Figure 4-3

Street Sections - Walker Avenue, Eucalyptus Avenue, and Public Street 'A'

Not to Scale

4.1.2 Non-Vehicular Circulation

The Eucalyptus Business Park Specific Plan encourages non-motorized circulation for employees and visitors of the Specific Plan area. Pedestrian circulation is encouraged within the Specific Plan area through a network of sidewalks and multi-purpose trails, and bicycle circulation is encouraged through a network of bike lanes and multi-purpose trails. Additional pedestrian and bicycle facilities will be designed on individual business park building sites at the time buildings are designed and positioned in each planning area as part of implementing development projects. Additional pedestrian and bicycle facilities within Planning Areas 7, 8, and 9 will be designed consistent with the City of Ontario Grand Park Master Plan.

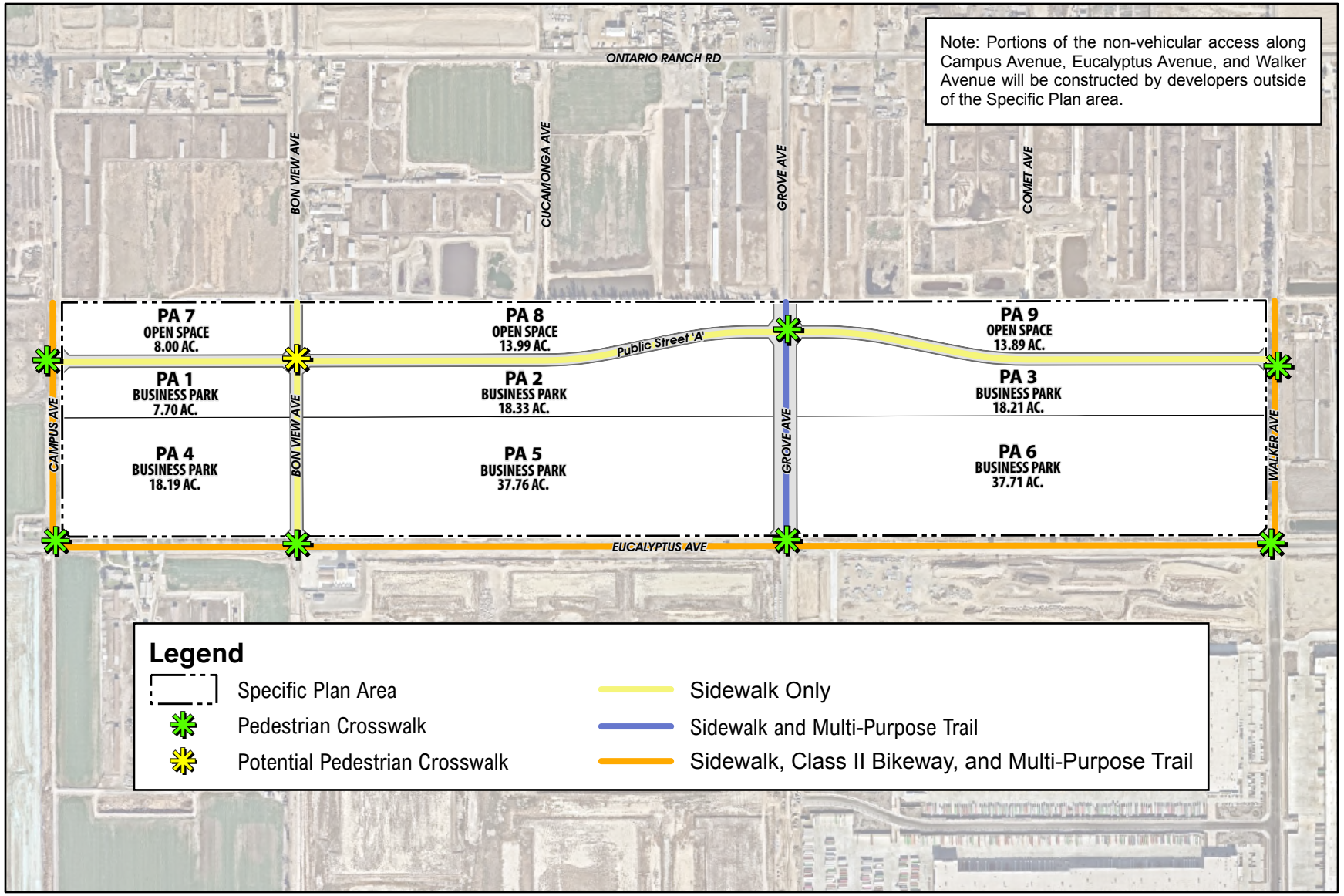
As shown on Figure 4-4, *Conceptual Non-Vehicular Circulation and Mobility Plan*, the Eucalyptus Business Park Specific Plan provides for sidewalk in the public ROW along Bon View Avenue and Public Street 'A'; sidewalk and multi-purpose trail along Grove Avenue; and sidewalk, Class II bikeway, and multi-purpose trail along Eucalyptus Avenue, Campus Avenue, and Walker Avenue (to be constructed by others). Pedestrian crosswalks are designed at street intersections to ensure pedestrian safety. Locations of pedestrian crosswalks are provided on Figure 4-4.

As illustrated on Figure 4-4, 5-foot-wide sidewalks are provided on both sides of Campus Avenue, Bon View Avenue, Grove Avenue, Walker Avenue, Eucalyptus Avenue, and Public Street 'A'; an 8-foot-wide multi-purpose trail is provided on Eucalyptus Avenue, Campus Avenue, Grove Avenue and Walker Avenue; and Class II bike lanes are provided along Eucalyptus Avenue, Campus Avenue, and Walker Avenue. Construction of the non-vehicular network will be provided by developers both within and outside of the Specific Plan area. Responsibility of construction is illustrated in Figures 4-2 and 4-3 of this Specific Plan.

The Eucalyptus Business Park Specific Plan anticipates a large volume of passenger vehicle and truck traffic circulating on the site; therefore, convenient and safe pedestrian and bicycle access was given careful consideration when preparing the design standards of this Specific Plan. Provisions for sidewalks, short-term and long-term bicycle storage facilities, and employee and visitor gathering areas interior to the planning areas are set forth in Chapter 6, *Design Guidelines*, of this Specific Plan.

In addition to internal non-vehicular circulation, Omnitrans provides bus services to and from the Specific Plan area. The following bus and transit facilities are located west and north of the Specific Plan area:

- Omnitrans Bus Route 83, located approximately 0.6 miles to the west along Euclid Avenue.
- Omnitrans Bus Route 87, located approximately 1.8 miles to the north along Riverside Drive.
- As part of the Specific Plan, a new bus turnout would be constructed near the intersection of Grove Avenue and Eucalyptus Avenue in anticipation of future Omnitrans service.



Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (04-01-2026), San Bernardino County (2025)

Figure 4-4

Conceptual Non-Vehicular Circulation and Mobility Plan

4.2 Utility Infrastructure Plan

Buildout of the Eucalyptus Business Park Specific Plan area requires the installation of water, sewer, drainage, and other utility infrastructure, as described in the subsections below. All utility infrastructure improvements shall be constructed in accordance with applicable City of Ontario design standards and specifications.

Public utility mains shall be located within publicly dedicated ROW and publicly dedicated streets. Any proposed public utilities within private streets shall be subject to City approval and contained within acceptable easements, access, and separation requirements. Minimum width for a public utility easement (PUE) shall be at least 20 feet wide and shall be centered on the public utility main. Setbacks are required when there is a public utility within a private street, drive, or alley to accommodate any utility appurtenances. Additionally, private utilities are not allowed within the PUEs.

4.2.1 Potable Water Plan

The City of Ontario provides water service to the Specific Plan area. The Specific Plan area lies within the 925 Pressure Zone (PZ). As shown on Figure 4-5, *Potable Water Infrastructure Plan*, planned potable water lines proposed by projects outside of the Specific Plan area include a 16-inch potable water line within Eucalyptus Avenue between Campus Avenue and Grove Avenue; and a 24-inch potable water line within Eucalyptus Avenue between Grove Avenue and Walker Avenue. Additionally, an existing 30-inch potable water line within Grove Avenue between Eucalyptus Avenue and Ontario Ranch Road. Any existing potable water mains not yet accepted by the City that support the development of the Specific Plan are required at the responsibility of the developer to support the development of the Specific Plan area.

Potable water system improvements within the Specific Plan area require the planning, design, and construction of the following: 12-inch potable water lines along Bon View Avenue from Eucalyptus Avenue to the northern boundary of the Specific Plan area; 16-inch potable water lines along Campus Avenue and Walker Avenue from Eucalyptus Avenue to the northern boundary of the Specific Plan area; and a 12-inch potable water line along Public Street 'A' between Campus Avenue and Walker Avenue.

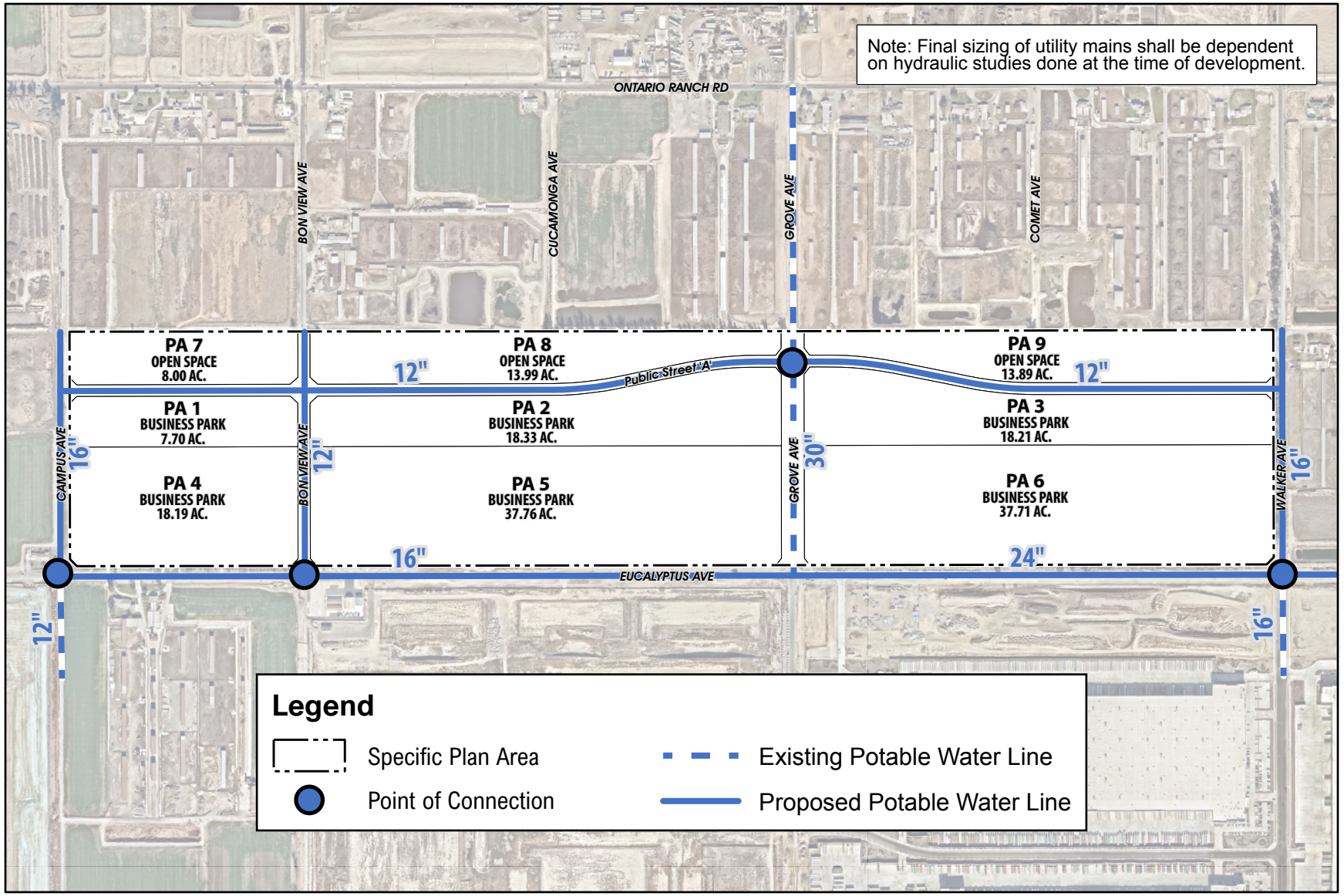
The overall water infrastructure plan to serve the City of Ontario is illustrated on Figure 4-6, *City of Ontario Ultimate Water System*. Final sizing of required infrastructure shall be determined at the time of development during final design based on hydraulic calculations. The required infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, including other agencies' 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.

All on-site improvements are required to have hydraulic studies to determine infrastructure improvements needed to support each area and shall be the responsibility of the developer(s). Any changes in land use not limited to units, density, or intensity, that are not previously accounted for in a City approved study following current design criteria shall trigger a revised updated hydraulic study and any new findings of infrastructure improvements needed are required at the responsibility of the developer.

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 the Specific Plan area's water improvements. Construction of the Specific Plan area's water improvements and the Master Plan water improvements necessary to serve the Specific Plan area shall be the responsibility of the developer(s). The Eucalyptus Business Park Specific Plan will be required to participate in the Master Plan water improvements as detailed in this Specific Plan.

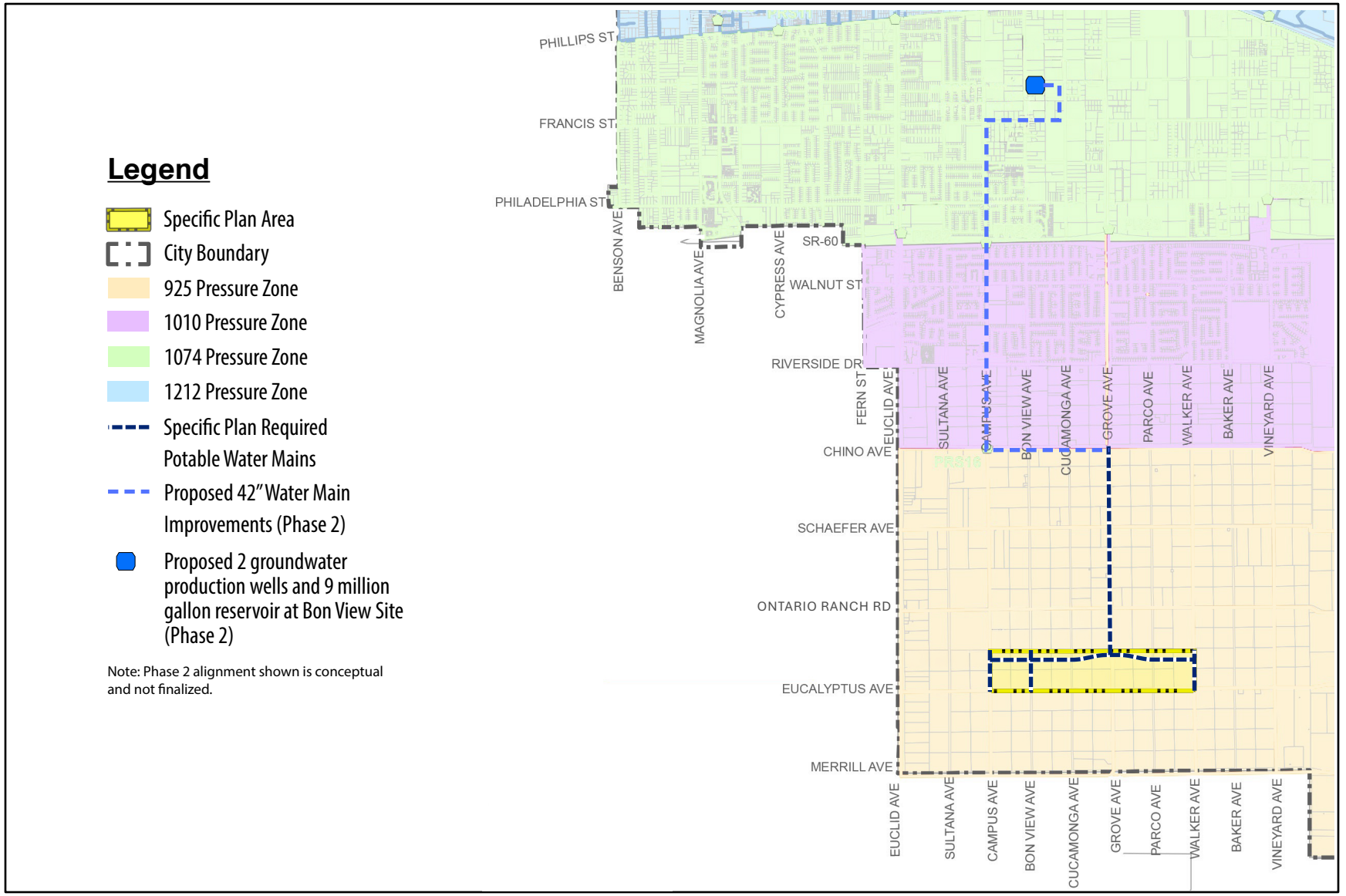
As a part of the backbone infrastructure, the master planned 925 Pressure Zone (PZ) reservoir shall be constructed on the City-owned reservoir site as directed by the City. Well supply and any drinking water treatment necessary for the 925 PZ shall be constructed to supply the 925 PZ reservoir. The 925 Pressure Zone (PZ) Phase 2 Potable Water System facilities will need to be constructed to support the Project. In the event the 925 PZ Phase 2 facilities are not completed in time to serve the Project, the developer(s) may implement an interim water supply strategy, subject to review and approval by the City. The off-site improvements include the construction of a 42-inch potable water main in Chino Avenue connecting from the existing 30-inch potable water main in Grove Avenue; extending the 42-inch potable main in Campus Avenue to Francis Street; extending the 42-inch potable water main in Francis Street to Cucamonga Avenue; and extending the 42-inch potable water main in Cucamonga Avenue; and extending to the Bon View Avenue Reservoir site and to the Reservoir; and, installing a 9 million gallon reservoir on the Bon View Reservoir site; and, installing two 2,500 gpm wells with any treatment necessary to meet water quality standards and the 16-inch to 42-inch well collection mains from the wells to the reservoirs. The Eucalyptus Business Park Specific Plan will be required to participate in the future Phase 2 Water System Improvements as detailed in the development agreements with the City.



Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (11-20-2025), San Bernardino County (2025)

Figure 4-5

Potable Water Infrastructure Plan



Source(s): Ontario Municipal Utilities Company (OMUC) (October 2011)

Figure 4-6

Not to Scale

City of Ontario Ultimate Water System

4.2.2 Recycled Water Plan

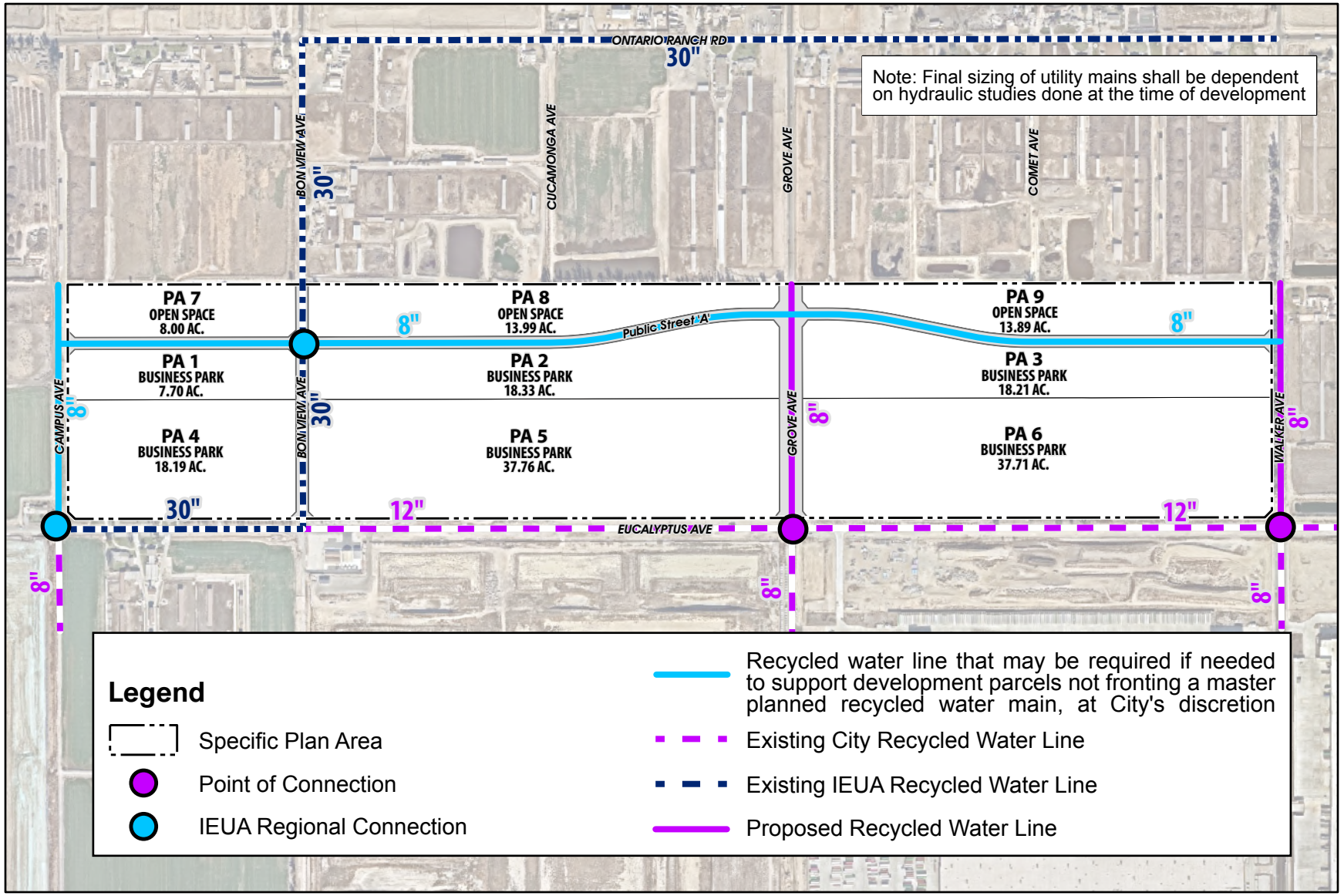
The City of Ontario/Ontario Municipal Utilities Company (OMUC) and the Inland Empire Utilities Agency (IEUA) supplies recycled water to the Specific Plan area. Recycled Water supplied by OMUC is produced by the IEUA from its four wastewater reclamation plants. As shown on Figure 4-7, *Recycled Water Infrastructure Plan*, existing recycled water lines include a 30-inch IEUA recycled water line within Eucalyptus Avenue between Campus Avenue and Bon View Avenue; a 12-inch City of Ontario recycled water line within Eucalyptus Avenue between Bon View Avenue and Walker Avenue; a 30-inch IEUA recycled water line within Bon View Avenue between Eucalyptus Avenue and Ontario Ranch Road; and a 30-inch IEUA recycled water line within Ontario Ranch Road between Bon View Avenue and Walker Avenue.

Recycled water infrastructure improvements for the Specific Plan area require the planning, design, and construction of the following: an 8-inch recycled water line within Grove Avenue and Walker Avenue between Eucalyptus Avenue and the northern edge of the Specific Plan area. At the discretion of the City, additional recycled water line may be needed within Campus Avenue and Public Street 'A' to support development parcels not fronting a master planned recycled water main. Improvements may include an 8-inch recycled water line within Campus Avenue between Eucalyptus Avenue and the northern edge of the Specific Plan area; and an 8-inch recycled water line along Public Street 'A' between Campus Avenue and Walker Avenue.

The Eucalyptus Business Park Specific Plan shall make use of recycled water for all approved uses including, but not limited to, the irrigation of parks, street parkway landscaping, and any other Property Owners' Association (POA) 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.

Final sizing of required infrastructure shall be determined at the time of development during final design based on hydraulic calculations. The required infrastructure is subject to change based upon findings of City approved hydraulic studies, master plan updates, and project final designs. Any existing utilities, including other agencies' 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. The developer of the Specific Plan area is required to obtain approvals from IEUA for regional connections outlined in the Specific Plan and additional regional connections as required to support development not fronting a City recycled water main.

All on-site improvements are required to have hydraulic studies to determine infrastructure improvements needed to support each area and shall be the responsibility of the developer. Any changes in land use not limited to units, density, or intensity, that are not previously accounted for in a City approved study following current design criteria shall trigger a revised updated hydraulic study and any new findings of infrastructure improvements needed are required at the responsibility of the developer.



Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (04-01-2026), San Bernardino County (2025)

Figure 4-7

Recycled Water Infrastructure Plan

4.2.3 Sanitary Sewer Plan

Sanitary sewer/wastewater collections for the Specific Plan area are served by the City of Ontario/OMUC, which conveys wastewater to the IEUA for transmission and treatment. As shown on Figure 4-8, *Sanitary Sewer Infrastructure Plan*, at the time the Specific Plan was prepared, there is no existing sanitary sewer infrastructure within the Specific Plan area.

Sanitary sewer infrastructure improvements for the Specific Plan area require the planning, design, and construction of the following: a 15-inch sanitary sewer line within Campus Avenue between Eucalyptus Avenue and the northern border of the Specific Plan area; an 18-inch sanitary sewer line within Bon View Avenue between Eucalyptus Avenue and the northern border of the Specific Plan area; and a 21-inch sanitary sewer line within Grove Avenue and Walker Avenue between Eucalyptus Avenue and the northern border of the Specific Plan area. At the discretion of the City, additional sanitary sewer lines may be needed within Eucalyptus Avenue and Public Street 'A' to support development parcels not fronting a master planned sewer main. Improvements may include an 8-inch sanitary sewer line within Eucalyptus Avenue east of Bon View Avenue to connect with the proposed sewer line in Bon View Avenue; an 8-inch sanitary sewer line within Eucalyptus Avenue east of Grove Avenue to connect with the proposed sanitary sewer line in Grove Avenue; an 8-inch sanitary sewer line within Public Street 'A' east of Campus Avenue to connect with the proposed sewer line within Campus Avenue; an 8-inch sanitary sewer line within Public Street 'A' east of Bon View Avenue to connect with the proposed sewer line within Bon View Avenue; and an 8-inch sanitary sewer line within Public Street 'A' west of Walker Avenue to connect with the proposed sewer line within Walker Avenue. Any existing sewer mains not yet accepted by the City that are downstream of the Specific Plan area are required at the responsibility of the developer to support the development of the Specific Plan.

In addition to proposed sewer infrastructure, tributary flows are also included in Figure 4-8. The flows arrows show which sewer lines are supporting the sewer flows from each planning area.

Required sanitary sewer infrastructure is subject to change based upon findings of City-approved hydraulic studies, master plan updates, and project final designs; and, sewer main locations are also subject to change based upon the developer-conducted and City-approved Conceptual Design Report.

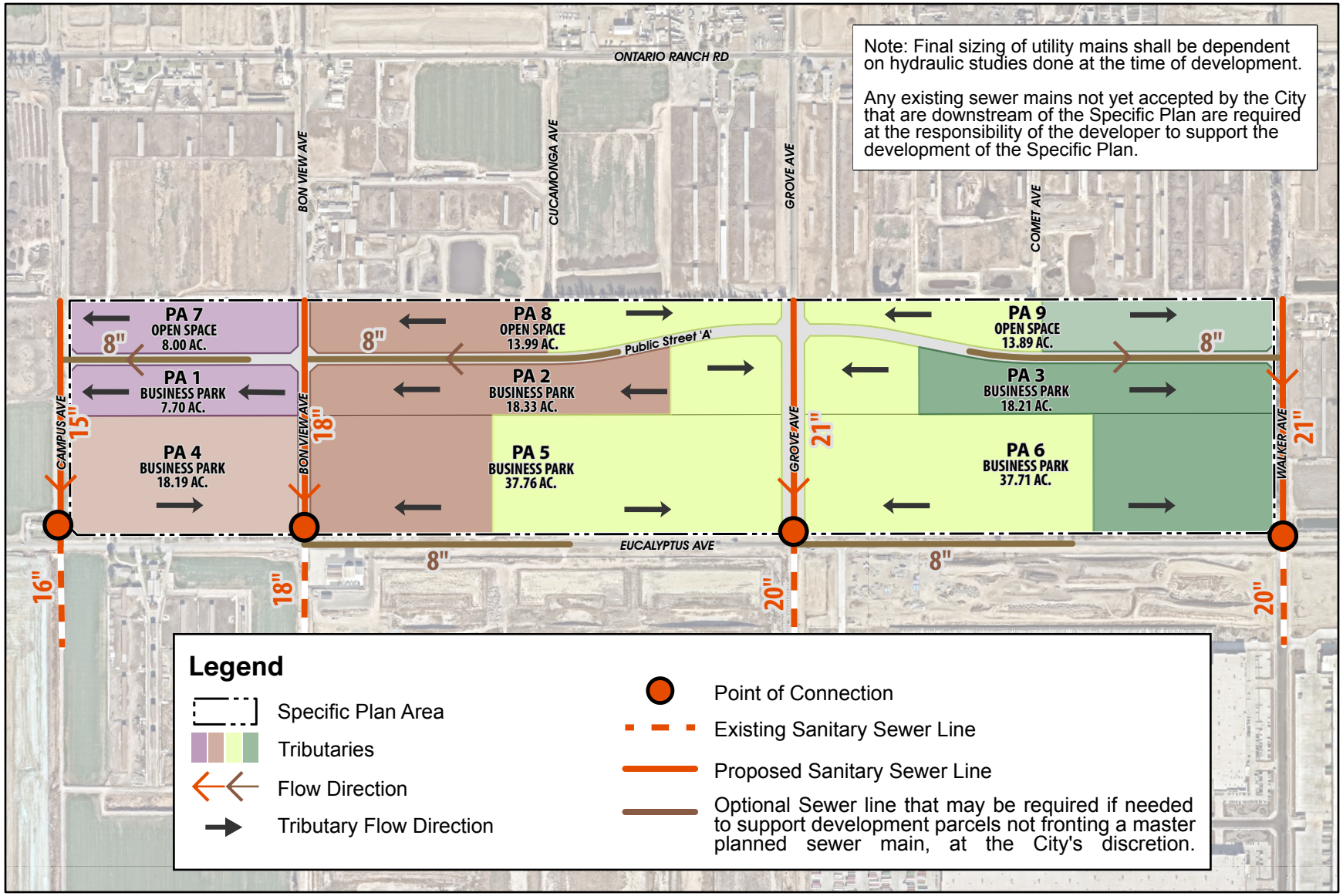
Final sizing of sewer mains shall be determined during final design by hydraulic calculations through a Sewer Study or Sewer Sub-Area Master Plan (SSAMP) per the City's current Sewer Master Plan.

Any existing utilities, including other agencies' 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.

All on-site improvements are required to have hydraulic studies to determine infrastructure improvements needed to support each area and shall be the responsibility of the developer. All on-site intract public sewer mains shall be studied via a Sewer Sub-Area Master Plan (SSAMP) per the City's current Sewer Master Plan. Any changes in sewer tributary boundaries, as acceptable at the City's discretion or land use not limited to units, density, or intensity, that are not previously accounted for in a City approved study following current design criteria shall trigger a revised updated sewer study and any new

findings of infrastructure improvements needed are required at the responsibility of the developer.

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. Eucalyptus Business Park Specific Plan'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 Eucalyptus Business Park Specific Plan'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 Figure 4-8 shall be revised to reflect Eucalyptus Business Park Specific Plan's new sewer tributary boundaries.



Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (04-01-2026), San Bernardino County (2025)

Figure 4-8

0 200 400 800 Feet

Sanitary Sewer Infrastructure Plan

4.2.4 Storm Water Management Plan

As shown on Figure 4-9, *Storm Drain Infrastructure Plan*, existing storm drain infrastructure includes a 24-inch storm drain line within Eucalyptus Avenue east of Campus Avenue; a 42-inch storm drain line within Eucalyptus Avenue west of Bon View Avenue; a 24-inch line within Eucalyptus Avenue east of Bon View Avenue, a 24-inch storm drain line within Eucalyptus Avenue just east and west of Grove Avenue; and a 24-inch storm drain line within Eucalyptus Avenue west of Walker Avenue.

Storm drain infrastructure improvements for the Specific Plan area require the planning, design, and construction of the following: a 60-inch storm drain line within Campus Avenue between Eucalyptus Avenue and the northern boundary of the Specific Plan area; a 96-inch storm drain line within Bon View Avenue between Eucalyptus Avenue and the northern boundary of the Specific Plan area; a 108-inch storm drain line within Grove Avenue and Walker Avenue between Eucalyptus Avenue and the northern boundary of the Specific Plan area; 24-inch storm drain lines within Public Street 'A' between Campus Avenue and Bon View Avenue; and 36-inch storm drain lines within Public Street 'A' between Bon View Avenue and Walker Avenue.

The overall storm drain infrastructure plan to serve the City of Ontario is illustrated on Figure 4-10, *City of Ontario Planned Drainage Facilities*. Required storm drain infrastructure is subject to change based upon findings of City-approved hydraulic studies, master plan updates, and project final designs. If the storm drain improvements are not completed and accepted by the City, the developer of this Specific Plan is subject to the storm drain improvements required.

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 (see Figure 4-10) will need to detain and release their runoff at 80% of the pre-development flows.

A. National Pollutant Discharge Elimination System (NPDES) Compliance and Water Quality Management Plan (WQMP)

The grading and drainage areas design for the on-site storm drain system improvements within the Eucalyptus Business Park Specific Plan area will utilize a variety of Low Impact Development (LID) design concepts to detain, filter, and treat surface runoff in a practical manner to comply with the requirements of the San Bernardino County NPDES Storm Water Program's current WQMP and the City's NPDES program requirements for new development projects.

The objective of project-specific WQMPs is to minimize the detrimental effects of urbanization on the beneficial uses of receiving waters, including effects caused by increased water pollutants and changes in hydrology. These effects shall be minimized through the implementation of on-site and off-site LID Site Design Best Management Practices (BMP's) that retain/infilter or biotreat 85th percentile storm event runoff from the Specific Plan area.

In addition, non-structural and structural Source Control BMP's will be implemented and documented in approved Water Quality Management Plan(s) associated with the design of implementing development projects to reduce pollutant generation and transport from the Specific Plan area.

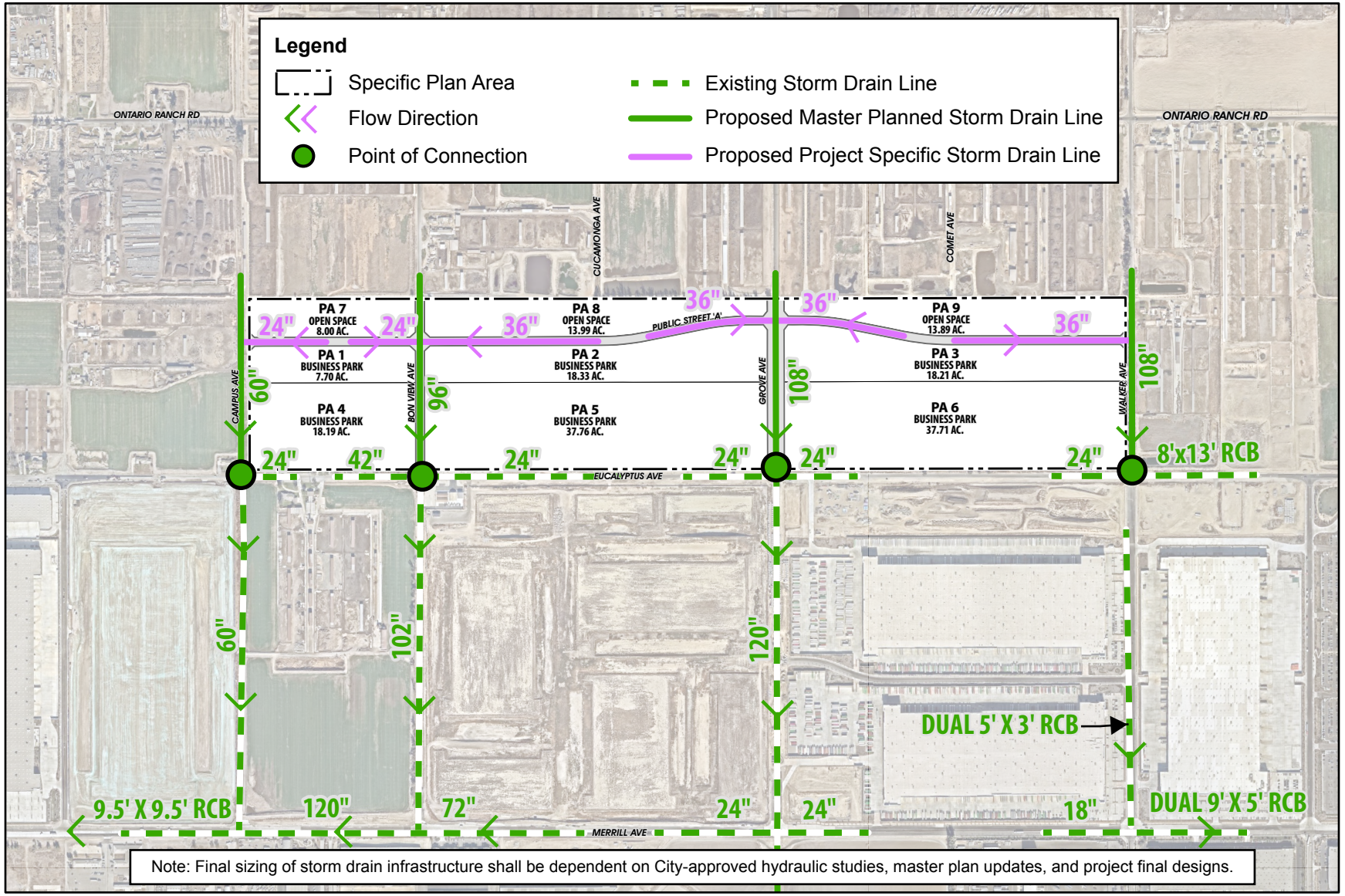
All Priority Land Use (PLU) areas, defined by the State Water Resources Board (SWRCB) as high trash generating areas such as industrial uses within the Specific Plan area shall comply with the statewide Trash Provisions adopted by the SWRCB and trash requirements in the

most current San Bernardino County Area-Wide MS4 permit.

Prior to the issuance of any grading or construction permits for any parcel map or area that disturbs one (1) acre or more of land within the Eucalyptus Business Park Specific Plan area, an Erosion Control & Sedimentation Plan and Storm Water Pollution Prevention Plans (SWPPP) will 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) Permit." SWPPPs are required to identify and detail all appropriate Best Management Practices (BMPs) to be implemented or installed during construction.

B. Airport Compatibility

The Specific Plan area is located in the Airport Influence Areas (AIAs) of the Ontario International Airport and the Chino Airport. The Federal Aviation Administration (FAA) identifies stormwater management facilities as one of the greatest attractants to wildlife hazards to airport operations. For this reason, all new above ground stormwater management facilities located within the Eucalyptus Business Park Specific Plan area will be designed to avoid the creation of open water and habitat by being designed to drain completely within a maximum 48-hour period following design storm event (i.e., 24-hour storm) and remain totally dry between storm events.



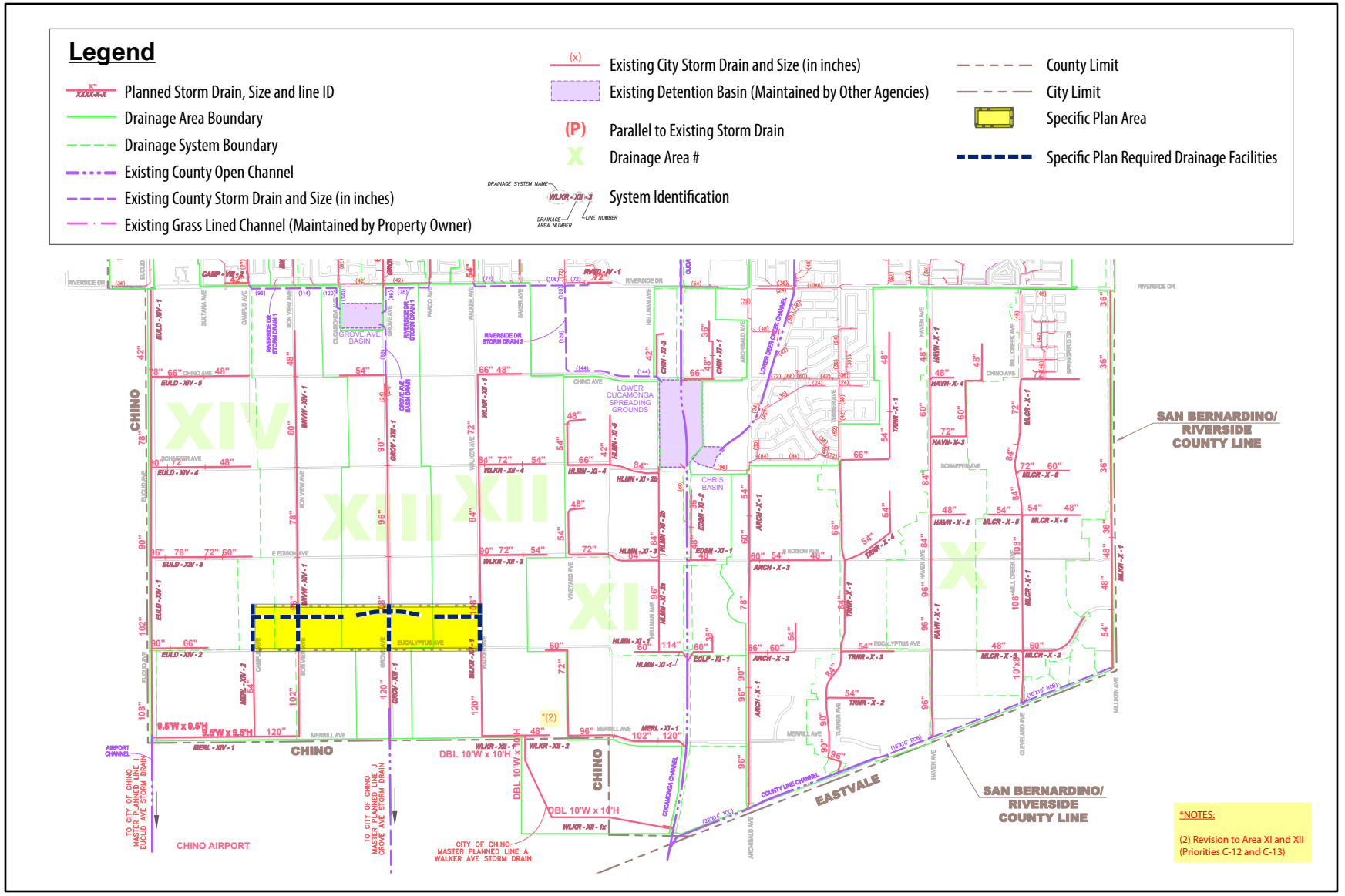
Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (04-01-2026), San Bernardino County (2025)

Figure 4-9

0 275 550 1,100 Feet

Storm Drain Infrastructure Plan

4-23



Source(s): Ontario Municipal Utilities Company (OMUC) (03-09-2012)

Figure 4-10

City of Ontario Planned Drainage Facilities

Not to Scale

4.2.5 Dry Utilities Plan

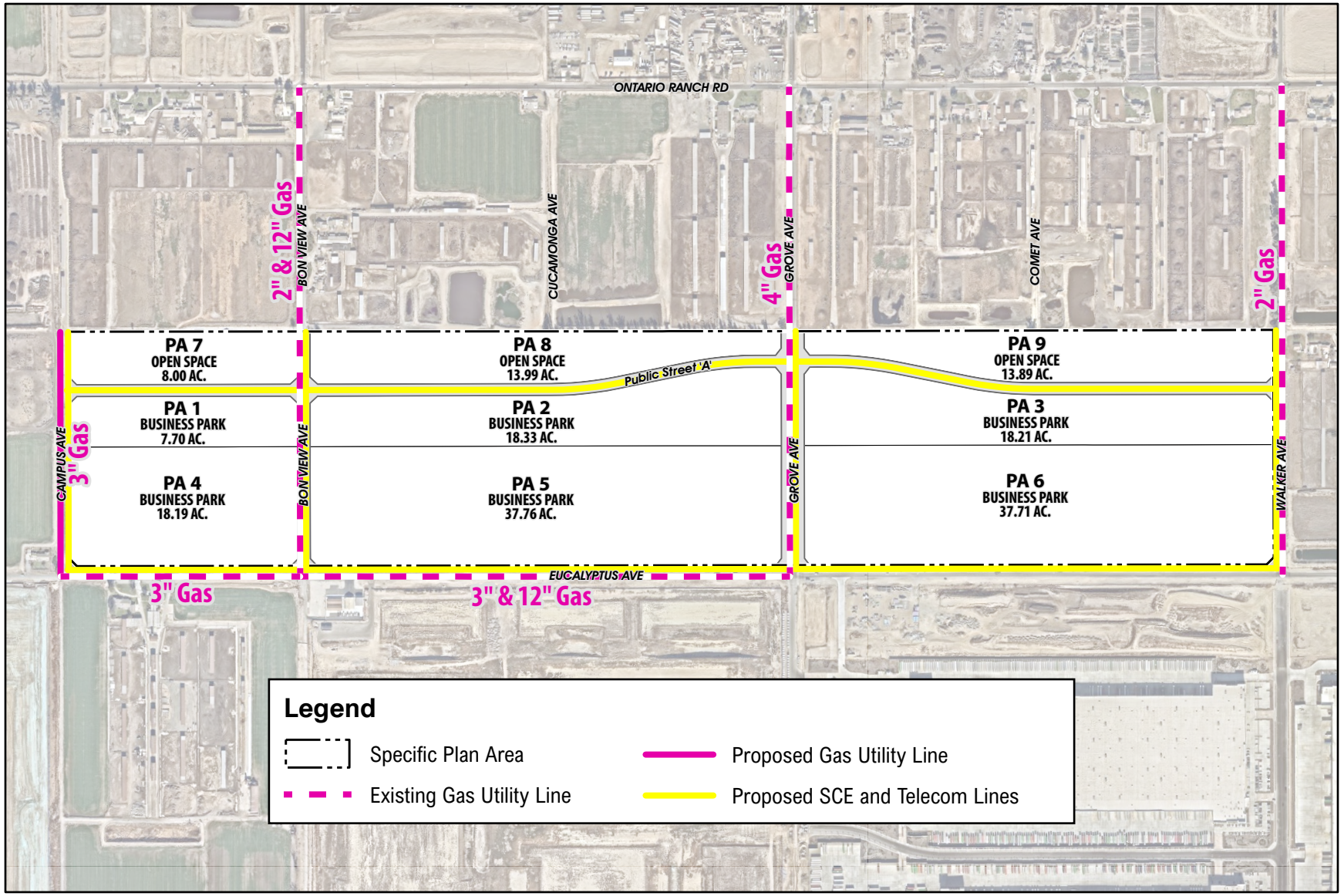
Southern California Gas Company (SoCal Gas) provides gas service, Southern California Edison (SCE) provides the electric service, and OntarioNet Fiber and Frontier Communications provide telecommunication (telecom) services to the Specific Plan area. As shown on Figure 4-11, *Dry Utilities Infrastructure Plan*, and Figure 4-12, *Fiber Optics Plan*, existing dry utilities infrastructure includes a 3-inch gas line within Eucalyptus Avenue between Campus Avenue and Bon View Avenue; a 3-inch and a 12-inch gas line along Eucalyptus Avenue between Bon View Avenue and Grove Avenue; a 2-inch and a 12-inch gas line within Bon View Avenue; a 4-inch gas line within Grove Avenue; and a 2-inch gas line within Walker Avenue.

Dry utilities, including electric and telecom improvements for the Specific Plan area require the planning, design, and construction of the following: new SCE and telecom lines within Campus Avenue, Bon View Avenue, Grove Avenue, Walker Avenue, Eucalyptus Avenue, and Public Street 'A'; new fiber optic lines within Campus Avenue, Bon View Avenue, Grove Avenue, Walker Avenue, Eucalyptus Avenue, and Public Street 'A'. The Specific Plan would also install a new gas line in Campus Avenue between Eucalyptus Avenue and the northern boundary of the Specific Plan area as part of areawide infrastructure improvements; However, the Specific Plan would not utilize natural gas.

All dry utilities internal to the Eucalyptus Business Park Specific Plan area will be installed underground in conjunction with the development of the Specific Plan area in accordance with applicable public utility standards and specifications and to the satisfaction of the Ontario City Engineer. The location of other lateral connections, transformers, switches, pull boxes, and dry utility manholes will be determined at the time buildings are positioned and uses are established in each planning area in conjunction with implementing development.

4.3 Conceptual Grading Plan

As part of site grading activities, the majority of the Specific Plan area would be subject to grading and disturbance. Specifically, grading activities on-site would require approximately 1,000,000 cubic yards (CY) of cut and approximately 1,150,000 CY of fill. Net fill (import) would be 150,000 CY. Within this earthwork operation, the site needs to export approximately 51,000 CY of organic materials.



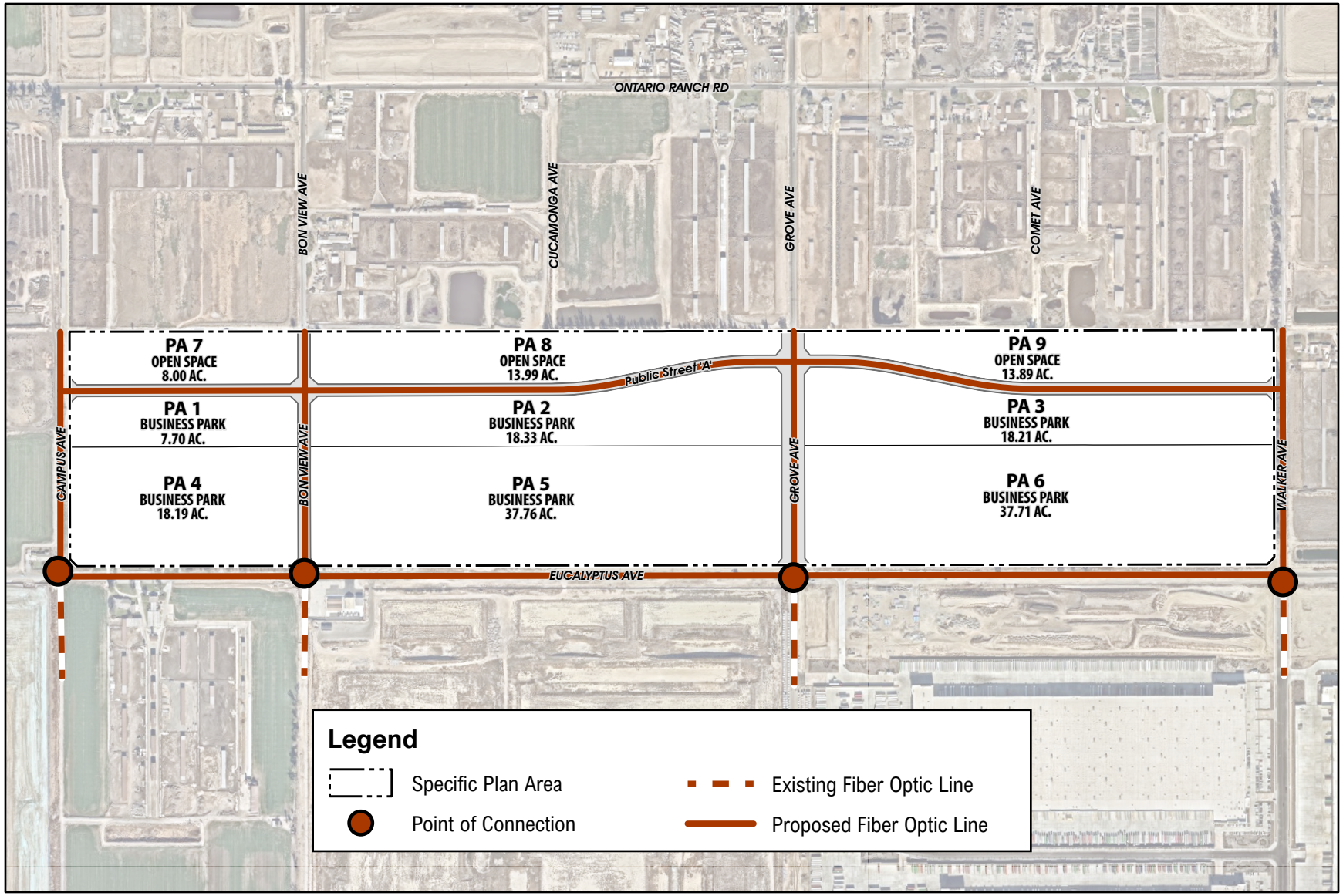
Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (11-20-2025), San Bernardino County (2025)

Figure 4-11

0 200 400 800
Feet

Dry Utilities Infrastructure Plan

4-27



Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (11-16-2025), San Bernardino County (2025)

Figure 4-12

Fiber Optics Plan

0 200 400 800 Feet

CHAPTER 5

DEVELOPMENT REGULATIONS

5.1 Purpose and Intent

This Chapter formally establishes the use permissions and development standards (zoning) for the Eucalyptus Business Park Specific Plan area. The regulations provided herein work in concert with the architectural and landscape guidelines set forth in Chapter 6, *Design Guidelines*, to achieve the vision of this Specific Plan.

5.2 Definition of Terms

The meaning of words, phrases, titles, land uses, and terms shall be the same as provided in the City of Ontario Development Code (hereafter referred as "Development Code"), unless otherwise specifically defined in this Specific Plan.

5.3 Applicability

The regulations set forth in this Chapter shall apply to all development plans or agreements, tract or parcel maps, site plans, or any other action requiring administrative or discretionary approval within the approximately 189-acre Eucalyptus Business Park Specific Plan area. If the development standards contained herein differ from those contained in the Ontario Development Code, the provisions of this Specific Plan shall take precedence. Any development standard, condition, or situation not specifically addressed herein shall be subject to the applicable requirements of the Ontario Development Code.

5.4 Permitted, Conditionally Permitted, and Administratively Permitted Uses

Land within the Eucalyptus Business Park Specific Plan area and structures/facilities thereon may be developed, divided, and/or used for those activities listed in Table 5-1, *Permitted Land Uses*. Table 5-1 lists the permitted, conditionally-permitted, and administratively permitted land uses for each land use district established by this Specific Plan (Business Park and Open Space – Parkland). A use that is not listed in Table 5-1 is a prohibited use unless otherwise allowed pursuant to the procedures described in Chapter 7, *Implementation Plan*, or through applicable interpretations and determinations established by the Development Code.

The Specific Plan area is located within the Chino Airport (CNO) AIA. The San Bernardino County Comprehensive Land Use Plan for Chino Airport was adopted in 1991 and does not reflect guidance set forth in the 2011 Caltrans Airport Land Use Planning Handbook. As such, in 2022, the City of Ontario adopted the CNO Overlay District which provides maps, criteria, and policy language to guide development within the Chino AIA consistent with the 2011 Caltrans Airport Land Use Planning Handbook. The majority of the Specific Plan area is located within CNO Safety Zone 6 (low risk), with a very small portion of the southeastern corner located within Safety Zone 4 (moderate risk).

Development shall be consistent with the policies and criteria of the CNO ALUCP and may have additional development restrictions that include building heights, land use restrictions, Floor Area Ratio (FAR) limitations and Open Land Criteria. Refer to the Chino ALUCP for additional development regulations.

The symbols shown in Table 5-1 have the following meanings:

"P" – the land use is permitted by right, subject to the development standards applicable to that land use district.

"C" – the land use is conditionally permitted, subject to the filing of a Conditional Permit in accordance with the requirements of the Ontario Development Code and must be approved by the City of Ontario Zoning Administrator or Planning Commission before the use can be established within a particular land use district.

"A" – the land use is administratively permitted, subject to the filing of an Administrative Use Permit in accordance with the requirements of the Ontario Development Code.

Table 5-1 Permitted Land Uses

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
Agriculture, Forestry, Fishing, Hunting			
Temporary and interim agriculture uses	P	P	Restricted to existing legally established agriculture and dairy uses.
Manufacturing			
Aerospace	P	--	
Alcoholic beverage manufacturing (breweries, wineries, distilleries, and related tasting room)	C	---	
Apparel	P	---	
Automotive	P	--	
Boutique/artisan small-scale and micro manufacturing facilities	P	---	Includes all types of small-scale businesses that produce tangible goods, such as textiles, hardware and hardware prototyping, woodworking, metal working, 3D printing, consumer product design and prototyping, nonalcoholic beverage, local food production and packaging, soaps, perfumes, and lotions.
Computer and electronic products	P	---	

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
Electrical equipment, appliances, and components	P	---	
Food	P	---	Including bread, tortilla, snack foods, roasted nuts, coffee and tea, spice and extract, and other miscellaneous food manufacturing)
Footwear	P	---	
Furniture and related product manufacturing	P	---	
Leather and allied product	P	---	
Miscellaneous manufacturing	P	---	Includes medical equipment and supplies; jewelry and silverware; sporting and athletic goods; dolls, toys and games; office supplies; signs; and other miscellaneous manufacturing.
Painting, Powder Coating and Polishing Metal and Metal Products for the Trade	C	--	Activities are restricted to within a fully enclosed building.
Pharmaceuticals and medicines	C	---	
Plastic product manufacturing	P	---	
Printing and related support activities	P	---	
Textile product mills	P	---	Activities are restricted to within a fully enclosed building.
Wholesale Trade			
Automotive parts and accessories (excludes automotive repair)	P	---	
Business to business electronic markets	P	---	Includes sale of goods such as household goods, computer parts, clothing,

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
			food, office supplies, and other tangible goods.
Durable and nondurable goods agents and brokers	P	---	Agent and brokers that facilitate wholesale transactions of tangible goods for manufacturers and buyers
Furniture and home furnishings	P	---	
Group purchasing organizations	P	---	Entities that aggregate purchasing volume for businesses to negotiate discounts, rebates, and better contract terms with suppliers.
Hardware and plumbing, and heating equipment and supplies	P	---	
Household appliances and electrical and electronic goods	P	---	
Merchant wholesalers, nondurable goods	P	---	Excludes industrial gases, petroleum bulk stations and terminals, and fireworks and explosives.
Miscellaneous durable goods	P	---	Includes musical instruments, prerecorded compact discs and digital video discs, and timber and timber products.
Motor vehicle parts and supplies	P	---	
Professional and commercial equipment and supplies	P	---	Includes wholesale distribution of durable goods designed for business, industrial, or professional use, including medical, photographic, office, and computer equipment.
Sporting and recreational goods and supplies	P	---	Sales of firearms will require an approved CUP.

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
Toy and hobby goods and supplies	P	---	
Jewelry, watches, precious stones, and precious metals	P	---	
Retail Services			
Automated fueling stations ("card lock" facilities)	P	---	
Automobile, light truck and van body, paint, and interior repair and customization	C	---	
Automobile, light truck and van repair and maintenance	C	---	
Batting cages – indoor	C	---	
Cafeterias and buffets[1]	P	---	Outdoor dining areas, both temporary and permanent, which are provided in addition to seating areas approved with the development of a building, may be permitted, subject to the approval of an Administrative Use Permit.
Convenience stores[1]	P	---	Gross floor area shall not exceed 10,000 sq. ft. for a single building.
Fitness and recreational sports centers (limited to health clubs and gyms, fitness and sports training facilities, tennis club, swim clubs and other activities and facilities) • GFA less than 10,000 SF	P	---	
Fitness and recreational sports centers (limited to	C	---	

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
health clubs and gyms, fitness and sports training facilities, tennis club, swim clubs and other activities and facilities) • GFA 10,000 or more SF			
Full-service restaurants[2]	P	---	Outdoor dining areas, both temporary and permanent, which are provided in addition to seating areas approved with the development of a building, may be permitted, subject to the approval of an Administrative Use Permit.
Gasoline stations with convenience stores[1]	C	---	
Home and garden equipment and appliance repair and maintenance	P	---	
Industrial retail sales (limited to the ancillary sales of goods and/or product either manufactured, warehoused, or wholesaled on-site) • ≤ 8,000 SF	P	---	
Industrial retail sales (limited to the ancillary sales of goods and/or product either manufactured, warehoused, or wholesaled on-site) • > 8,000 SF of building GFA	C	---	
Limited-service and fast food restaurants	P	---	Outdoor dining areas, both temporary and permanent, which are provided in addition

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
			to seating areas approved with the development of a building, may be permitted, subject to the approval of an Administrative Use Permit. Restaurants that includes a drive-through shall require a CUP.
Other Personal and Household Goods Repair and Maintenance -- Without Retail Sales (limited to garment alteration and repair, jewelry repair, key duplicating, musical instrument repair and tailor shops)	P	---	
Reupholsters and furniture repair	P	---	
Self-serve and full-service gasoline stations[1]	C	---	
Automotive servicing facilities (limited to retail-oriented services, such as emissions testing, battery replacement and other similar retail activities that involves the limited use of pneumatic tools or equipment that create noise impacts)	P	---	
Simulated racing (limited to go-carts, radio-controlled vehicles, and other similar facilities)	C	---	

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
Snack and nonalcoholic beverage bars[1]	P	---	Outdoor dining areas, both temporary and permanent, which are provided in addition to seating areas approved with the development of a building, may be permitted, subject to the approval of an Administrative Use Permit.
Vending machine operators (retailing of merchandise through vending machines, as an ancillary business activity, within a fully enclosed building)	P	---	
Transportation & Warehousing			
Couriers and messengers	P	---	
Data center	C	---	
General warehousing and storage within a wholly enclosed building	P	---	
Fulfilment Center	P	---	
Outdoor materials and equipment storage in conjunction with an allowed use	C	---	
Package and Parcel Sorting and Delivery	P	---	Sorting facilities that direct packages to their final destination.
Parking lots and parking garages in conjunction with allowed uses	P	---	
Physical records, digital assets, and media archives storage	C	---	
Plug-In Electric Vehicle (PEV) Charging Facilities	P	---	
Postal service	P	---	

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
Indoor Vehicle Storage	P	---	
Outdoor Vehicle Storage	C	---	
Professional, Scientific, Tech. Services			
Broadcasting (except internet)	P	---	
Business support services	P	---	Includes consulting, administrative tasks, IT support, and financial management.
Depository credit intermediation	P	---	Limited to commercial banking, savings institutions, and credit unions.
Financial transactions processing and clearinghouse activities	P	---	Establishments that facilitate electronic funds transfers, check clearing, credit card processing, and managing reserves, excluding central bank activities.
Management of companies and enterprises	P	---	
Motion picture and video industries	P		Includes production, distribution, and exhibition of films, television programs, and commercials.
Newspaper, periodical, book, and directory publishers	P	---	
Personal fitness trainer	P	---	
Physicians and dentists, other health practitioners, outpatient centers, laboratory testing services, home healthcare services, and community clinics	P	---	
Religious organizations	C	---	
Scientific research and development services	C	---	
Software publishers	P	---	

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
Sound (audio) recording facilities	P	---	
Telephone answering services and call centers	C	---	
Construction			
Contractors (limited to businesses whose primary activity is performing specific activities involving in construction, engineering and capital improvement projects, or preparation of sites for construction)	P	---	Permitted by right if completely within a building. Conditional use permit required if outdoor storage is provided.
Prefabricated construction assembly	P	---	
Government Offices			
Executive, legislative, and other general government support	P	P	
Fire protection (stations and substations)	P	P	
Police protection (stations, substations, and storefront facilities)	P	P	
Publicly operated animal resource center	P	P	
Arts, Entertainment and Recreation			
Open space and park lands (publicly owned facilities)	---	P	
Other Uses			
Electric Power transmission, control and distribution	P	P	Restricted to only publicly owned utility stations.
Telecommunication facilities	C	---	
Temporary and interim buildings, structures,	A	A	

Use Legend: Permitted Use = "P" Conditional Use = "C" Administrative Use = "A" Prohibited Use = "---"			
Use	Business Park (PAs 1-6)	Open Space – Parkland (PAs 7-9)	Notes
and facilities (fewer than 5 years)			
Temporary and interim buildings, structures, and facilities (5 to 10 years)	C	C	
Self-storage facilities	P	---	
Note: 1. Uses are considered as commercial uses within the Eucalyptus Business Park Specific Plan area. The total combined square footage of the commercial uses shall not exceed 10,000 SF.			

5.5 Business Park Development Standards

The following development standards establish the development criteria that shall apply within the Business Park land use district of the Eucalyptus Business Park Specific Plan. The Specific Plan area is located within the Chino Airport Safety Zones that may limit building height, land uses, and FAR based on the proposed land use, and requires open land. Refer to the Chino Airport Land Use Compatibility Plan for additional land use restrictions. For standards that are silent in this Specific Plan, the applicable standards contained within the City's Development Code shall apply.

Table 5-2 Development Standards

Site Requirements	
	BP
Minimum lot size	1.0 acre
Maximum floor area ratio *(calculated on a Planning Area by Planning Area basis)*	0.55
Minimum lot width dimensions	100 ft
Minimum lot depth dimensions	100 ft
Maximum building footprint	560,000 SF
Maximum Building Height[1]	60 ft
Maximum Building Height (lots adjoining Public Street 'A')[1]	50 ft
Overall minimum landscape coverage (landscaping shall include plantings (trees, shrubs, groundcovers, vines) and trellises.)	13%[2,3]
Minimum truck court depth (measured from dock door perpendicularly to property line)	120 ft

Notes:

1. Maximum building height shall also adhere to the Chino Airport height constraints.
2. The Overall Minimum Landscape Coverage shall be determined based on the net total acreage of all parcels in the same phase of development. The minimum landscape coverage requirement shall not apply on a planning area by planning area or parcel by parcel basis.
3. The architecture of buildings shall be thoughtfully designed and create a cohesive project with the landscape design of the project.
4. Up to 15% of a parcel's square footage is permitted to encroach into an adjacent planning area, as long as both areas share the same land use designation

Table 5-3 Minimum Building and Parking Setback Requirements

	BP
Minimum setbacks from property line[1]	
Eucalyptus Avenue	25 ft
Public Street 'A'	20 ft
Campus Avenue	10 ft
Bon View Avenue	10 ft
Grove Avenue	20 ft
Walker Avenue	20 ft
Minimum side yard interior property line setbacks	
Building	5 ft
Drive aisles, passenger cars and truck parking	5 ft
Screened loading and storage yards (inclusive of passenger cars and truck parking within the screened loading and storage area)	0 ft
Minimum rear yard setback	0 ft

Notes:

1. ADA accessible pathways are permitted to encroach into setback areas to provide a path of travel.

Table 5-4 Minimum Drive Aisle and Parking Space Separation Requirements

	BP
Adjacent to building office elements	10 ft
Adjacent to building wall or screen wall/fence, and not within a screened/enclosed yard	5 ft

Adjacent to building wall or screen wall/fence, and within a screened yard	0 ft

Table 5-5 Parking Space Requirements

Use	Required Space
Wholesale Trade	2.5 spaces per 1,000 SF
Retail Services	4 spaces per 1,000 SF
Full-Service Restaurant	10 spaces per 1,000 SF
Fast Food Restaurants	13.3 spaces per 1,000 SF
Professional, Scientific, Tech. Services	4 spaces per 1,000 SF
General Business Offices	4 spaces per 1,000 SF
Manufacturing[1,2]	1.85 spaces per 1,000 SF gross floor area (GFA)
Warehousing and Distribution[1,2]	Portion of GFA ≤ 20,000 SF: 1 space per 1,000 SF Portion of GFA > 20,000 SF: 0.5 space per 1,000 SF Tractor trailer parking space: 1 space/4 dock-high doors
General Industrial[1,2]	Portion of GFA < 50,000 SF: 1.85 spaces per 1,000 SF Portion of GFA ≥ 50,000 SF and < 100,000 SF: 1 space per 1,000 SF Portion of GFA ≥ 100,000 SF: 0.5 space per 1,000 SF Tractor trailer parking space: 1 space/4 dock-high doors
Business Park[1,2]	3 spaces per 1,000 SF Tractor trailer parking space: 1 space/4 dock-high doors

Notes:

1. Parking for "general business offices" and other associated uses shall be provided when those uses exceed 10% of the building GFA.
2. The Specific Plan permits a blended parking ratio for Business Park buildings to accommodate varying proportions of business park, general industrial, warehouse, distribution, and/or support office functions. The Planning Director may approve modifications to the blended ratio during the Development Plan review process based on operational characteristics, provided parking meets or exceeds the parking requirements in Table 5-5, *Parking Space Requirements*.
3. Parking stalls along the landscape edge are required to provide a landscape finger every 15 stalls.

5.5.1 Other Development Standards

1) Loading docks and truck parking areas shall be visually screened from Campus Avenue, Bon View Avenue, Grove Avenue, Walker Avenue, and Public Street 'A' by walls and landscaping features.

2) The outdoor storage of materials and equipment shall be permitted ancillary to the land uses allowed pursuant to Table 5-1. Outdoor loading and storage areas and loading doors shall be screened from view from public streets by concrete or masonry walls and landscaping. Any gates shall be lockable. Such walls and landscaping used as screening shall be a minimum eight feet (8') in height and shall be of sufficient height to screen all outdoor materials and equipment, tractors and trailers, and loading doors from view of public streets. A line of sight study shall determine the required height(s) of the screen walls. The storage of outdoor materials shall not exceed the height of the screen walls as measured from the interior side of the walls.

3) Ground- and roof-mounted exterior mechanical equipment, heating and ventilating, air conditioning, tanks, and other mechanical devices shall be of an architecturally compatible design with the primary structure and screened when visible to the public.

4) Exterior lighting fixtures shall be downward directed. Pole-mounted lights shall be shielded with the light source oriented to not directly face public streets and/or adjacent properties.

5) All manufacturing and processing activities shall be conducted within a wholly enclosed building.

6) The following open land and occupancy limit requirements shall apply within the Chino Airport Safety Zone, as approved by the City of Ontario City Council. Qualifying open land is land free of most structures and other obstacles such as walls, large trees or poles, and overhead wires. The minimum dimensions of the open space area shall be 75 feet by 300 feet. Additional open space requirements shall adhere to the provisions provided within the Ontario Development Code.

7) The Specific Plan area is located in the Airport Influence Area (AIA) established by the Ontario International Airport Land Use Compatibility Plan (ONT ALUCP) and the Chino Airport Safety Zone established by the provisions within the Chino Airport Overlay zoning district. All development in the Eucalyptus Business Park Specific Plan area shall be subject to the mandatory requirements and standards of those applicable ALUCP and the Ontario Development Code, or in the absence of an adopted ALUCP and Development Code, the California Airport Land Use Planning Handbook. Given the close proximity of the Specific Plan area to the Chino Airport, developers within the Specific Plan area shall consult and coordinate with Chino Airport agencies and City staffs during the planning and design stage to ensure development plans accommodate applicable safety restrictions. The entire Specific Plan area is impacted by the Chino Airport; developers within the Specific Plan area shall consult and coordinate with City staff, Chino Airport, and FAA during the planning and design stage to ensure that development plans and right-of-way street improvements do not create any hazards and comply with the California Airport Land Use Planning Handbook published by the Caltrans Division of Aeronautics and the Chino ALUCP, Reference I of the Ontario Development Code.

5.6 Open Space-Parkland Development Standards

The Eucalyptus Business Park Specific Plan is comprised of approximately 35.88 acres of Open Space – Parkland land uses, which is planned as part of for a larger public regional park. The developer and the City of Ontario will work together to ensure the regional park will be constructed concurrently with the build out of the Business Park portion of the Specific Plan. The details of the partnership will be included in the Development Agreements accompanying the approval of the Eucalyptus Business Park Specific Plan.

CHAPTER 6

DESIGN GUIDELINES

6.1 Purpose and Intent

The design guidelines presented in this chapter describe the quality and character of the built environment expected for the Eucalyptus Business Park Specific Plan area. While the design guidelines provide direction, they are meant to provide a certain level of flexibility to allow creative expression during the design of implementing development projects.

The Eucalyptus Business Park Specific Plan area's visual identity will be expressed through attractive building architecture with quality materials, landscape, hardscape, and signage elements. The design guidelines contained herein are primarily focused on the business park planning areas and are presented in a manner that ensures consistent architectural expression from building to building, while allowing flexibility in modern-day building design.

The objectives of these Design Guidelines are as follows:

- To provide the City of Ontario assurance that the Eucalyptus Business Park Specific Plan area will develop in accordance with the quality and character described within this Specific Plan.
- To provide guidance to developers, builders, engineers, architects, urban planners, landscape architects, and other professionals to achieve and maintain the desired design quality.
- To provide an aesthetic benchmark for City staff, the Planning Commission, and the City Council in their review of the design of future development projects in the Specific Plan area.
- To provide guidelines that steer the Eucalyptus Business Park to convey a contemporary aesthetic theme and character while allowing flexibility for practical application and creative expression.
- To provide guidelines for energy and water use efficiency that can be implemented in the site planning, design, and construction of implementing development projects to minimize waste deposited at landfills, decrease fossil fuel consumption, and reduce domestic water consumption.
- To ensure that the Specific Plan implements the intent of The Ontario Plan and the City's Development Code.

The Design Guidelines presented herein apply to all development within the Business Park Planning Areas within the Eucalyptus Business Park Specific Plan area.

6.2 Parkland Guidelines

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 the Grand Park shall be approved as part of the development

plan for the respective planning area of the EBPSP.

6.3 Business Park Design Theme

Planning Areas 1-6 are envisioned as a contemporary business park containing buildings that are grouped and arranged in campus-like settings. The business park areas will provide businesses with easy access to regional transportation networks, proximity to workers, and proximity to major ports and airports.

The theme features a contemporary design aesthetic, drawing on the ranch heritage of the area, which provides architectural styling with attractive detailing, visually-interesting accents, and timeless features. Developments within the business park area will provide architecturally compatible sign design, directed lighting, colorful and drought-tolerant landscaping, and energy efficient design features. Functional elements like loading areas will be oriented inward with attractive building façades facing outward toward the public streets. Generous landscaped zones along these frontages will enhance both the visual appeal and functionality of the circulation system.

6.4 Business Park Architecture Guidelines

This section sets addresses the architectural design of buildings in Planning Areas 1-6.

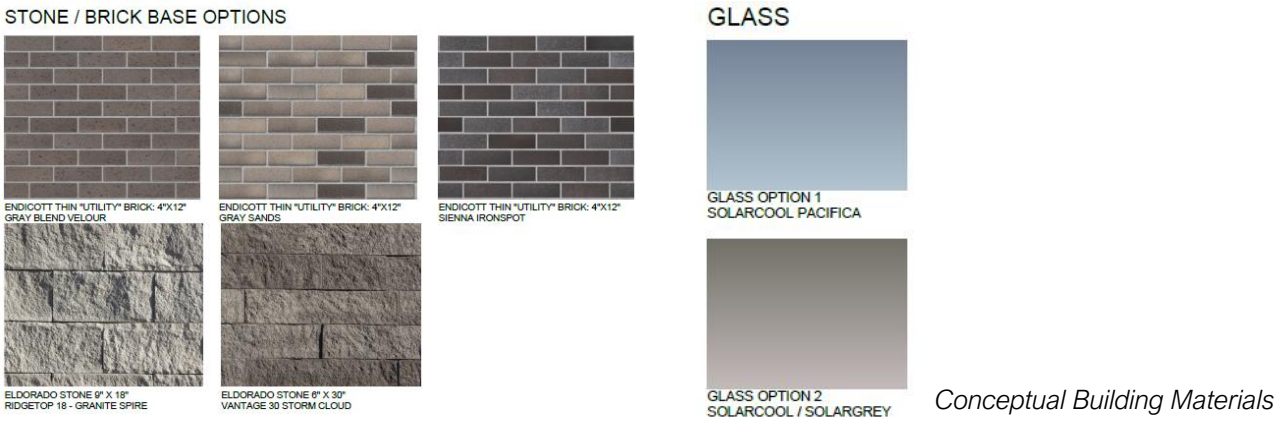
6.4.1 Architectural Theme

The architectural style of buildings in the business park areas emphasizes building massing over structural articulation. Buildings are characterized by simple and distinct cubic masses with interlocking volumes of wall planes, colors, and materials to create visual appeal. Additionally, architectural designs may mix colors, materials, and textures to articulate façades and create visual appeal.

Design elements are selected to ensure compatibility in character, massing, detailing, and exterior materials, reinforcing the aesthetic of the intended contemporary



Conceptual Building Architecture



Conceptual Building Materials

design. While individual creativity and identity of individual buildings are encouraged, all buildings and planning areas are intended to maintain design integrity and compatibility to reinforce a cohesive image and campus-like setting throughout the Specific Plan area

6.4.2 Building Form

Building form is a fundamental aspect of architectural design, defined by elements such as shape, mass (size), scale, proportion, and articulation. Building façades visible from public roads require careful attention but even building façades not visible from public roads

or publicly accessible areas are encouraged to follow the building form guidelines listed below.

The following guidelines apply to all business park buildings to promote a visually cohesive, attractive, and welcoming environment:

1) Simple geometric shapes shall be used as the overall building form. Rectangular forms are preferred, as they provide visual balance and interest. Avoid overly complex or arbitrary building shapes.

2) Long horizontal wall surfaces facing public streets shall incorporate regular or periodic changes in exterior materials, color, decorative accents, or architectural details to add visual interest.

3) Varying the size and shape of building masses between neighboring buildings visible from public streets is encouraged.

4) Buildings abutting and facing Public Street 'A' are encouraged to have varied setback distances to provide a visually interesting and attractive street frontage.

5) Make primary pedestrian entrances to buildings (with the exception of service doors and emergency exit doors) clearly and easily identifiable through changes in massing, color, and/or building materials. Entries intended for visitors and the general public should be recessed or covered by architectural projections, roofs, or arcades to provide shade and a welcoming effect.

6) Architectural and trim detailing on building façades shall be clean, simplistic, and not overly complicated.

7) Materials applied to exterior wall elevations shall turn the corner of the building to a logical termination point in relation to architectural features or massing.

8) Provide enhanced building corner and entrance design to create visual anchors that help define the building's identity.

6.4.3 Building Materials, Colors, and Textures

Building materials and colors play a pivotal role in developing a clean, contemporary visual environment. The following guidelines apply to all business park buildings within the Eucalyptus Business Park Specific Plan area, with slight variations encouraged to provide visual interest.

1) Primary exterior building materials shall include concrete and similar materials. The primary materials should be accented by secondary materials including but not limited to natural or fabricated stone, fire resistant or synthetic wood siding (horizontal or vertical), metals, or similar materials.
2) Trim details may include metal finished in a uniform color, plaster, or concrete elements finished consistently with the building treatment. Use of overly extraneous themed detailing, like oversized or excessive foam cornice caps, foam moulding and window detailing is discouraged.
3) Material transitions should occur at intersecting planes, preferably at inside corners where wall planes change, or at points where architectural elements meet.
4) Primary exterior building colors should be light earth and gray tones. Darker and/or more vibrant accent colors may be used strategically in focal point areas, such as around building entrances and outdoor gathering spaces.
5) The use of bright primary colors, overly bold color applications, and arbitrary color patterns that clash with the established business park color palette are discouraged, except in signage and logos.
6) Colors of exposed downspouts (only permitted if not in public view), service doors, and mechanical screens shall be the same color as the adjacent building wall.
7) If downspouts are needed in areas of public view, they shall be designed as internal downspouts.
8) Provide contrasting materials at corners and vehicle entrances to visually enhance the focal points of the buildings.

6.4.4 Windows and Doors

Patterns of window and door openings shall correspond with the overall design of the building and shall be consistent in form, pattern, and color. The following windows and doors guidelines apply to business park buildings.

1) Where feasible, doors and windows on individual building façades should be arranged in a symmetrical and repetitive pattern to promote visual continuity.



Conceptual Windows and Doors

2) Window styles and trims shall be consistent in form and color within each planning area. All window trims on a given building should share a uniform finish.

3) Unfinished or untreated metal frames and gold-colored frames for windows and doors are not permitted. Clear silver anodized frames are acceptable.

4) Glass should be clear or lightly tinted with subtle reflectivity. Highly reflective or silver-tinted glass is not allowed.

5) All windows/glass and doors shall be inset to rear of wall/panel to add interest and provide shadow lines.

6.4.5 Rooftop Equipment Screening

Equipment and apparatuses placed on the roofs of business park buildings are expected to be screened from public view.

1) All rooftop mechanical, electrical, and communication equipment shall be fully screened from view from adjacent public streets. Solar photovoltaic (PV) panels and associated technologies may be visible from public review if full screening of the PV system is not feasible.

2) Screening elements shall be architecturally integrated with the building design in terms of form, materials, and color. Building parapets is the preferred method of screening but where parapets are not feasible, mechanical screens may be used



Conceptual Building Corner Elevation Rendering

but must appear as a natural extension of the building's architecture. Screening elements shall be of a uniform height, color, and texture on a building sufficient to conceal all rooftop equipment from view from adjacent public streets.

3) Rooftop equipment should be placed away from roof edges to minimize visibility and reduce the height of required screening.

4) All conduits, piping, and utility lines associated with rooftop equipment shall be concealed from public view from adjacent public streets.

5) Building roofs shall be designed to support the installation of solar photovoltaic (PV) panels and associated technologies.

6.5 Business Park Site Feature Guidelines

6.5.1 Parking and Loading Areas

Areas serving commercial vehicles such as loading dock areas and truck courts are essential for the efficient operation of business park facilities, providing access for loading, unloading, and freight movement. However, due to their scale and activity levels, these areas can present conflicts with other functions if not properly design and screened. Below are design expectations for the effective screening and use of loading docks and truck courts.

1) Business park buildings fronting Public Street 'A' shall not include loading docks on any façades facing that street.

2) Commercial vehicle loading doors, service docks, and outdoor equipment areas shall be oriented or screened to minimize visibility from public roads through the use of solid walls and dense landscaping. Screening for this purpose shall be a minimum of 8 feet. A line of sight study will determine max height required.

3) Loading and unloading activities by commercial vehicles and trucks are prohibited from occurring on or being visible from public streets.

4) Sufficient queuing space shall be provided in front of security gates to prevent commercial vehicles and trucks from stacking or idling on public streets while waiting to enter.

5) Driveway entrances for trucks and service vehicles shall be separated from passenger vehicle traffic, pedestrian pathways, and bicycle routes where possible.

6) Conduit should be installed within truck courts in logical, accessible locations to accommodate the future addition of electric truck charging stations, anticipating advances in zero-emission vehicle technology during the lifespan of the business park.

7) Passenger car parking lots within business park sites shall provide landscaping that consist of shade trees and parking finger islands.

8) Trees and parking fingers are not required in truck courts, unless required to meet the landscape coverage requirements.

6.5.2 Outdoor Employee Amenity Areas

The business park is expected to offer a wide variety of job opportunities. For the comfort of employees, outdoor employee amenities are encouraged throughout the business park area.

1) Outdoor break areas for employees may be conveniently located and accessible to each business park building and





Conceptual Employee Amenity Areas

positioned away from or screened from loading zones, trash enclosures, or other utilitarian functions. Break areas may serve one building or be shared among multiple buildings.

2) In outdoor break areas, shade structures such as canopies, trellises, or umbrellas are encouraged to be provided to shade and protect users from direct sun and light rain. Outdoor break areas are encouraged to provide weather-resistant seating and tables, including a mix of options (e.g., individual benches, larger tables, etc.) to accommodate different group sizes and preferences.

3) Use of outdoor break areas shall be encouraged by including features such as early morning and evening decorative lighting, outdoor power outlets, decorative paving, and decorative features.

4) Bicycle racks shall be provided at each building or in a common area that serves multiple buildings. Outdoor bike racks shall be secure, well-anchored, and placed in well-lit areas with passive surveillance, such as security cameras, to enhance safety.

6.5.3 Outdoor Equipment Placement

Ground-mounted and wall-mounted utilitarian equipment is expected to be needed to support business park building operations. The following guidelines are aimed at proper placement.

1) Ground-mounted equipment, including but not limited to mechanical and electrical systems, emergency generators, boilers, storage tanks, risers, and conduits should be placed out of public review or be screened from public view, particularly from adjacent public streets and other publicly accessible areas.

2) Electrical equipment rooms should be located within the building envelope. External projections, such as pop-outs or shed-like structures, are discouraged.

3) Wall-mounted equipment should not be installed in visually prominent locations on building façades that face public roads or areas with high visibility. Such equipment should either be screened from view or integrated into the building's architectural design to minimize visual impact.

6.5.4 Trash Enclosures

Thoughtfully designed trash enclosures are essential components of a well-functioning and visually cohesive business park. These facilities serve a critical operational role while also contributing to the overall aesthetic and environmental quality of the development. The following guidelines are intended to ensure that trash and recycling enclosures are secure,

functional, and architecturally integrated into the site design.

1) All outdoor refuse containers shall be screened within a permanent, lockable and durable enclosure and should be oriented so they are not visible from public roads/views. The enclosure's design shall reflect the architectural style of adjacent buildings and use similar, high-quality materials.

2) Refuse collection areas shall be located behind or to the side of buildings, away from the building's main entrance and public view.

3) Design and placement of trash enclosures shall meet Integrated Waste Department requirements, including the requirements for Sizing of Storage, Location of Collection Area, Accessibility for Collection Vehicles, and Collection of Sorted/Diverted Waste Types.

4) Trash enclosures shall include green waste/organics and recycling collection bins.



Conceptual Trash Enclosure

6.5.5 Walls and Fences

Freestanding walls and fences play an important role in defining property boundaries, providing security, and screening service areas within a business park. To maintain a cohesive and high-quality visual environment, these elements must be thoughtfully designed to complement the architectural character of adjacent buildings and the overall site design. The following guidelines address the placement, height, materials, and appearance of freestanding walls and fences to ensure they are both functional and visually integrated.

1) Walls and fences shall be designed to complement the architectural style, colors, and materials of adjacent buildings. A consistent design theme for fencing and walls shall be maintained throughout the business park area to ensure a cohesive appearance across parcels and tenant spaces.

2) Walls and fences visible from public roads or pedestrian areas should include enhanced design treatments, such as pilasters, decorative caps, or decorative patterns, to reduce visual monotony.

3) High-quality, durable materials shall be used such as decorative block or concrete with textured or finished surfaces. Chain link fencing cannot be used where visible from the public view.

4) Walls and fences shall be designed for long-term durability and ease of maintenance. Finishes should be resistant to graffiti and weathering.

5) Where walls or fences are located at major public road intersections or project entries, special design attention should be given to include gateway features or architectural detailing.

6) Walls and fences used for security purposes should balance safety with aesthetics. Walls and fences in public view should be built with attractive, durable materials.

6.6 Energy Efficiency Guidelines

This Eucalyptus Business Park Specific Plan promotes sustainable development practices that align with California's long-term environmental goals and energy efficiency standards. These guidelines are intended to encourage the thoughtful integration of energy-efficient design, construction, and operational strategies throughout the business park. By reducing energy consumption, lowering greenhouse gas emissions, and supporting the use of renewable technologies, these standards not only minimize environmental impacts but also contribute to long-term cost savings and improved building performance for tenants and property owners. The following guidelines apply to all new construction, major renovations, and site improvements within the Specific Plan area.

1) All new construction and major renovations shall meet or exceed the requirements specified in the California Green Building Standards Code (CALGreen Code) and Title 24 energy efficiency requirements.

2) High-performance insulation, cool roofing materials, energy-efficient windows, and air-tight construction is encouraged to exceed CALGreen Code standards to minimize thermal loss and reduce HVAC demand.

3) LED lighting or equivalent shall be used for all interior and exterior applications.

4) Use of ENERGY STAR® certified appliances and daylight sensors, motion detectors, and programmable timers on lighting fixtures are encouraged to minimize unnecessary energy use.

5) Skylights are encouraged on at least 1% of building rooftops above storage spaces to reduce the need for artificial light.

6) Installation of smart thermostats and automated energy management systems are encouraged to improve heating, cooling, and ventilation efficiency.

7) Building roofs shall be designed to accommodate solar photovoltaic (PV) systems. Associated battery storage systems are encouraged as feasible to support energy resilience and reduce peak load.

8) Electric Vehicle (EV) charging stations and infrastructure for expansion is encouraged to exceed CALGreen Code standards.

9) Building tenants shall use zero-emission equipment for building operations involving goods movement, such as forklifts and yard hostlers.

10) Implementing projects shall follow the City of Ontario Climate Action Plan (CCAP) Screening Table Measures to achieve a minimum of 100 points per the Screening Table.

6.7 Lighting Guidelines

Outdoor lighting is an essential architectural component that provides aesthetic appeal, enhances safe pedestrian and vehicular circulation, and adds to security. Lighting within the public rights-of-way shall adhere to applicable City of Ontario requirements. All other lighting on private property within the Specific area shall adhere to the following guidelines.

1) Minimize glare and "spill over" light onto public streets and adjacent properties by

using downward-directed lights and/or cutoff devises on outdoor lighting fixtures, including spotlights, floodlights, electrical reflectors, and other means of illumination for signs, structures, parking, loading, unloading, and similar areas. Where desired, illuminate trees and other landscape features by concealed up light fixtures. Limit light spillover or trespass to one-quarter foot-candle or less, measured from within five feet of any adjacent property line.

2) Select all lighting fixtures from the same or complementary family of fixtures with respect to design, materials, fixture color, and light color. Use of LED lighting is encouraged.

3) Lights should be unbreakable plastic, recessed, or otherwise designed to reduce the problems associated with damage and replacement of fixtures.

4) Neon and similar types of lighting are prohibited.

5) Locate all electrical meter pedestals and light switch/control equipment in areas with minimum public visibility or screen them with appropriate plant materials.

6) Along sidewalks and walkways, the use of low mounted fixtures (ground or bollard height), which reinforce the pedestrian scaled, are encouraged.

7) Use exterior lights to accent building entrances, plazas, activity areas, and special features.

8) Provide lighting to illuminate parking lots and their pedestrian links that provide more than five parking spaces for use by the general public.

9) Provide lighting to illuminate aisles and passageways within a building complex.

10) High-Pressure Sodium (HPS) light fixtures are prohibited for site lighting.

11) Lighting is prohibited that could be mistaken for airport lighting or that would create glare in the eyes of pilots of aircraft using the nearby Chino Airport or Ontario International Airport.

6.8 Signage Guidelines

Signage will identify building occupants in the business park area and ensure the efficient circulation of vehicle traffic by identifying vehicular entry points and directing vehicles to their on-site destinations. Also, signage will enhance the pedestrian experience through wayfinding component such as directories, directional signage, and destination identifiers. A Sign Program shall be approved by the City for the Specific Plan area prior to any sign being installed within the Specific Plan area.

Clear, concise, and easy-to-understand signage that is also visually appealing is vitally important for positive worker and visitor experiences in the Specific Plan area. General design requirements for signage are as follows:

1) Freestanding signs associated with buildings should be compatible with and complementary to the building's exterior materials, colors, and finishes.

2) The dimensions and shape of free-standing signs and sign panels or elements mounted on building façades or marquees shall be scaled proportionately to the architecture.

3) All signs shall be contained within the parcel to which it is applicable and shall be so oriented as to preclude hazardous obstructions to person and/or vision of pedestrians and/or vehicle operators.

4) Building occupant identification signage shall be in keeping with the character

established for the Specific Plan area with variations allowed to accommodate individual user identities/corporate branding standards.

5) All signs are expected to be of the highest quality to pass eyelevel examination and scrutiny, and shall comply with the following fabrication specifications:

    a. Signs should be constructed to eliminate burrs, dents, cutting edges and sharp corners;

    b. Surfaces which are intended to be flat should be without dents, bulges, oil canning, excessive, gaps, or other physical deformities;

    c. All fasteners shall be concealed;

    d. Access panels shall be tight-fitting, light-proof and flush with adjacent surfaces;

    e. Manufacturers' procedures that are recommended regarding expansion/contraction, fastening and restraining of acrylic plastic shall be followed; and

    f. Painted, polished and plated surfaces shall be unblemished in the finished work.

6) Prohibited sign components include the following:

    a. Letters with exposed fastening and unfinished edges (unless architecturally consistent);

    b. Paper, cardboard, Styrofoam or untreated cloth;

    c. Visible moving parts or simulated moving parts by means of fluttering, rotation, or reflecting devices; and

    d. Flashing and strobing.

7) All conductors, transformers, cabinets, housing, and other equipment for the illumination of signs shall be concealed and/or incorporated into the building architecture.

8) Signs shall be constructed so as to not have exposed wiring, raceways, ballasts, conduit, transformers, or the like.

9) Direction signs may be located at any vehicular or pedestrian decision point.

10) Vehicular direction signs shall clearly direct to destination anchors within the Specific Plan area, on-site parking areas, and truck routes.



Conceptual Building Signage



Conceptual Signage Renderings

11) Vehicular direction signs shall be consistent in size, shape, and design throughout the Specific Plan area.

12) Typography on vehicular direction signs should be legible and have enough contrast to be read from an appropriate windshield viewing distance.

13) Typography on vehicular direction signs should be legible and have enough contrast to be read from an appropriate windshield viewing distance.

14) All direction signs and general information signs (e.g., restrooms, telephones, fire extinguishers, elevators, escalators, stairs) throughout the Specific Plan area shall incorporate the appropriate identity symbol as established by the Society of Environmental Graphic Design (SEGD) and comply with all State, local and federal regulations.

15) All traffic control signs, whether on public or private property, shall conform to the California Manual on Uniform Traffic Control Devices (MUTCD).

16) All signage shall comply with the City of Ontario Development Code's Sign Regulations.

6.9 Landscape Guidelines

Landscape design guidelines provided herein establish landscape principles and standards that shall apply to all planning areas within the Eucalyptus Business Park Specific Plan area. The intent is to ensure that plant materials, entries and monuments, streetscapes, and other amenities are compatible with the overall

themes of the business park area and the parkland area.

The landscape design guidelines provided herein are not intended to establish a set of rigid landscaping requirements. These landscape guidelines are intended to be flexible and are subject to modification over time. However, it is critical to the Specific Plan's long-term design integrity that any deviations from these guidelines are in keeping with the spirit of the core elements of the overall theme described herein to ensure a cohesive and unified landscape concept across the Eucalyptus Business Park Specific Plan area.

As shown on Figure 6-1, *Conceptual Landscape Plan*, landscaping will occur primarily at street corners, along roadways, and at building entrances, and in passenger car parking lots.

Primary and secondary entry treatments provide a welcoming setting for the employees and visitors to the Specific Plan area. Primary entry treatments featuring signs and landscaping will occur at the corners of Eucalyptus Avenue and Campus Avenue and Eucalyptus Avenue and Grove Avenue. Secondary entry treatments will feature accent trees, shrubs, and groundcovers occur at the corners of entrances to the Specific Plan area.

Building corners and entrances facing public streets shall feature enhanced landscaping that complements the overall design theme of the Specific Plan area. These landscaped elements will be curated to create a visually appealing environment. Placement of trees, shrubs, and ground cover will serve to soften building facades and provide natural screening where appropriate, ensuring that structures are integrated harmoniously into their surroundings rather than dominating the streetscape.

Streetscape landscaping includes a combination of evergreen and deciduous trees, shrubs, and groundcovers to provide a visually pleasing experience for pedestrians, bicyclists, and motorists.

6.9.1 Plant Palette

The plant palette for the Eucalyptus Business Park Specific Plan area includes evergreen and deciduous trees, shrubs and ground covers, and grasses that are commonly used throughout Southern California. Many of the plant materials are water-efficient species native to Southern California or naturalized to the Southern California climate.

Table 6-1, *Plant Palette*, provides a list of plant materials approved for use in the Specific Plan area. The plants listed in Table 6-1 establish a base palette for the Specific Plan area's landscape design. Other similar plant materials may be substituted for species listed in Table 6-1, provided the alternative plants are drought resistant and complement the Specific Plan area's overall design theme.

Table 6-1 Plant Palette

Botanical Name	Common Name	Application	Water Use
Trees			
Cedrus deodara	Deodar Cedar	Evergreen Specimen	M
Cercidium x 'desert museum	Desert Museum Palo Verde	Accent Tree	L
Cercis c. 'forest pansy'	Eastern Redbud	Street Tree/Water Quality	M
Chitalpa T. 'morning cloud'	Chitalpa	Street Tree	L
Geijera parviflora	Australian Willow	Canopy Tree/Background	L
Koelreuteria bipinnata	Chinese Flame Tree	Street Tree	L
Lagerstroemia f 'natchez'	Crape Myrtle	Accent Tree/Water Quality	M
Lophostemon confertus	Brisbane Box	Background Tree	M
Olea europea 'swan hill'	Swan Hill Fruitless Olive	Accent Tree	L
Pinus eldarica	Afghan Pine	Street Tree/Background	M
Pinus halepensis	Aleppo Pine	Evergreen Screen	M
Pistachia chinensis	Chinese Pistache	Street Tree	M
Platanus a. 'bloodgood'	Lodone Plane Tree	Street Tree/Background	M
Platanus racemosa	California Sycamore	Water Quality/Canopy Tree	M
Podocarpus gracilior	Fern Pine	Street Tree/Canopy Tree	M
Quercus agrifolia	Coast Live Oak	Street Tree/Accent Tree	L
Quercus suber	Cork Oak	Street Tree	L
Quercus ilex	Holly Oak	Street Tree/Canopy Tree	L
Shrubs, Grasses, and Groundcovers			
Acacia redolens	Acacia	Groundcover	L
Agave americana	Century Plant	Accent	L
Agave attenuata 'blue glow'	Blue Glow Agave	Accent	L
Aloe arborescens	Torch Aloe	Accent/Background	L
Aloe blue elf	Blue Elf Aloe	Accent	L
Aloe petricola	Stone Aloe	Accent	L
Aloe striata	Coral Aloe	Accent	L
Arbutus unedo 'compacta'	Dwarf Strawberry Tree	Background	L
Baccharis x 'centennial'	Centennial Coyote Brush	Water Quality	L
Bouteloua g. 'blond ambition'	Blue Grama Grass	Mid-ground	L
Bulbine frutescens	Bulbine	Flowering Accent	L
Calandrinia spectabilis	Rock Purslane	Flowering Accent	L
Callistemon 'little john'	Dwarf Callistemon	Mid-ground	L
Carissa m. 'green carpet'	Dwarf Natal Plum	Groundcover	M
Carex divulsa	Berkeley Sedge	Groundcover/Foreground	L
Cotyledon orbiculata	Pig's Ear	Foreground/Accent	L
Dianella 'little rev'	Little Rev Flax Lily	Foreground	L
Dianella t. 'variegata'	Variegated Flax Lily	Foregound/Mid-ground	M
Echeveria a. 'lipstick'	Echeveria	Accent	L
Festuca mairei	Atlas Fescue	Foreground/Mid-ground	L
Hepearlor parviflora	Red Yucca	Succulent Accent	L
Hesperalie 'brakelights'	Brakelights Yucca	Mid-ground/Accent	L
Juncus patens	California Gray Rush	Water Quality	L
Lantana 'new gold'	New Gold Lantana	Groundcover/Foreground	L
Leymus c. 'canyon prince'	Canyon Prince Wild Rye	Mid-ground/Water Quality	L

Botanical Name	Common Name	Application	Water Use
Muhlenbergia c. 'regal mist'	Pink Muhly	Mid-ground/Water Quality	L
Myoporum parifolium	Ncn	Groundcover	M
Olea 'montra'	Little Ollie	Mid-ground	L
Rhaphiolepis indica 'clara'	Indian Hawthorn	Mid-ground/Background	M
Rosmarinus o. 'prostratus'	Prostrate Rosemary	Groundcover	L
Salvia greggii	Autumn Sage	Mid-ground	L
Salvia L. 'santa barbra'	Santa Barbra Mexican Sage	Mid-ground/Water Quality	L
Senecio Serpens	Blue Chalk Sticks	Succulent Groundcover	L
Turf 'marathon iie'	Sodded Turf	Groundcover	H
Westringia 'wynyabbie gem'	Coast Rosemary	Background	L

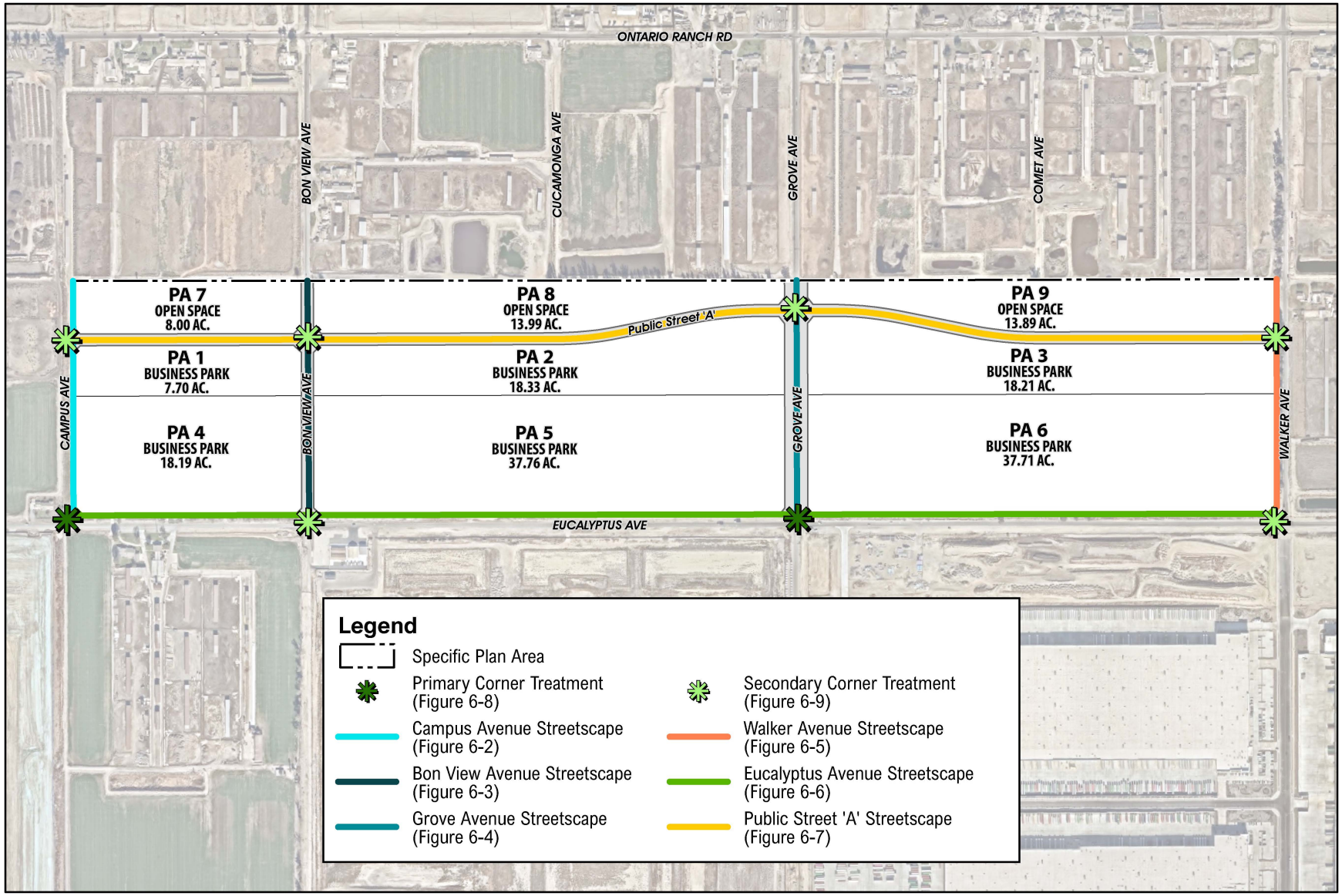








Conceptual Landscape Materials



Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (11-20-2025), San Bernardino County (2025)

Figure 6-1

Conceptual Landscape Plan

0 200 400 800 Feet

6.9.2 Irrigation

The following general irrigation concepts shall be considered in the design and installation of irrigation systems within the Eucalyptus Business Park Specific Plan area.

1) All landscaped areas should be equipped with a permanent, automatic, underground irrigation system. Drip systems are encouraged in all areas needing irrigation. Irrigation systems must conform to all City of Ontario requirements.

2) Irrigation systems should be designed to apply water slowly, allowing plants to be deep soaked and to reduce run-off.

3) Connect the irrigation system to the recycled water conveyance system.

4) "Pop-up" type sprinkler heads may be used adjacent to all walks, drives, curbs (car overhangs), parking areas and public right-of-way but must be designed to prevent all run-off and overspray.

5) The design of irrigation systems, particularly the location of controller boxes, valves, and other above-ground equipment (e.g., backflow prevention devices), shall be incorporated into the overall landscaping design. Where aboveground equipment is provided, it shall be screened or otherwise removed from public view.

6) The irrigation system shall be programmed to operate between 6:00pm and 6:00am.

6.10 Streetscape Guidelines

Streetscape landscaping is integral to creating a sense of place within the Specific Plan area. Furthermore, streetscapes serve as a way to screen undesirable views from public views. Within the Specific Plan area, streetscapes are planted with a combination of evergreen and deciduous trees, low shrubs, and groundcovers to create a pleasing experience for pedestrians, bicyclists, and motorists.

The conceptual streetscape landscape treatments within the Specific Plan area are presented in the following sections.

6.10.1 Campus Avenue

The segment of Campus Avenue abutting the Eucalyptus Business Park Specific Plan area features landscaping within parkways on both sides of the street. Parkways include a curb-adjacent park strip planted with deciduous trees, low flowering groundcovers, a 5-foot-wide sidewalk, and an 8-foot-wide multi-purpose trail. Evergreen and deciduous trees are planted beyond the right-of-way on both sides of the street to provide pedestrians using the sidewalk with additional opportunities for shade and to screen undesirable views. The typical Campus Avenue Streetscape is illustrated on Figure 6-2, *Campus Avenue Streetscape*.

6.10.2 Bon View Avenue

The typical section of Bon View Avenue features landscaping within parkways on both sides of the street. Parkways include a curb-adjacent park strip planted with evergreen trees and low flowering groundcovers, as well as a 5-foot-wide sidewalk. Evergreen trees are planted beyond the right-of-way on both sides of the street to provide pedestrians using the sidewalk with additional opportunities for shade and to screen undesirable views. The typical Walker Avenue Streetscape is illustrated on Figure 6-3, *Bon View Avenue Streetscape*.

6.10.3 Grove Avenue

The segment of Grove Avenue within the Eucalyptus Business Park Specific Plan area features two landscaped components: a 28-foot-wide landscaped raised median and

parkways on both sides of the street. The landscaped raised median is planted with thematic deciduous and evergreen trees at to reinforce the theme established through previous development south of the Eucalyptus Specific Plan area. Parkways include a curb-adjacent park strip planted with deciduous trees and low flowering groundcovers, with a 5-foot-wide sidewalk along the east and west side of the street and an 8-foot multi-purpose trail along the east providing passive recreational opportunities. Deciduous trees are planted beyond the right-of-way on both sides of the street to provide pedestrians using the sidewalk with additional opportunities for shade and to buffer development. The typical Grove Avenue Streetscape is illustrated on Figure 6-4, Grove Avenue Streetscape.

6.10.4 Walker Avenue

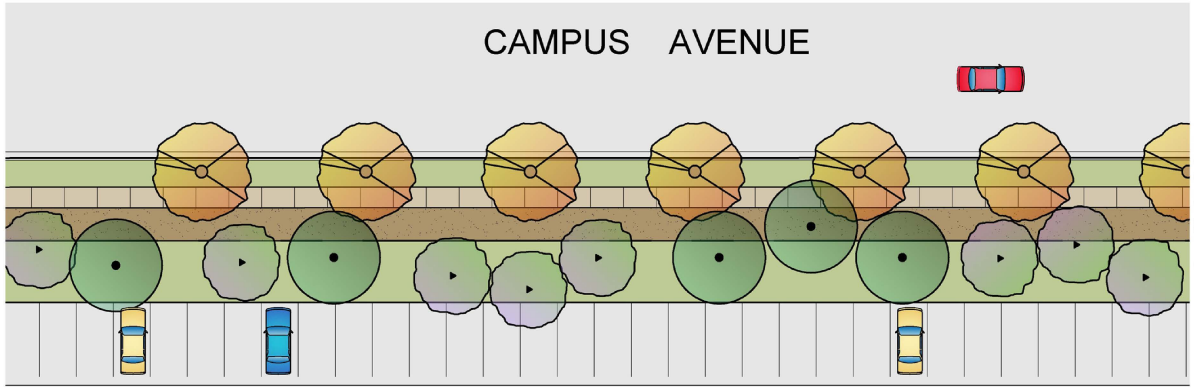
The segment of Walker Avenue abutting the Eucalyptus Business Park Specific Plan area features landscaping within parkways on the west side of the street. The Parkway includes a curb-adjacent park strip planted with deciduous trees, low flowering groundcovers, and a 5-foot-wide sidewalk. Evergreen and deciduous trees are planted beyond the right-of-way to provide pedestrians using the sidewalk with additional opportunities for shade and to screen undesirable views. An 8-foot-wide multi-purpose trail is also provided along the eastern side of Walker Avenue to offer passive recreational opportunities. The typical Walker Avenue Streetscape is illustrated on Figure 6-5, *Walker Avenue Streetscape*.

6.10.5 Eucalyptus Avenue

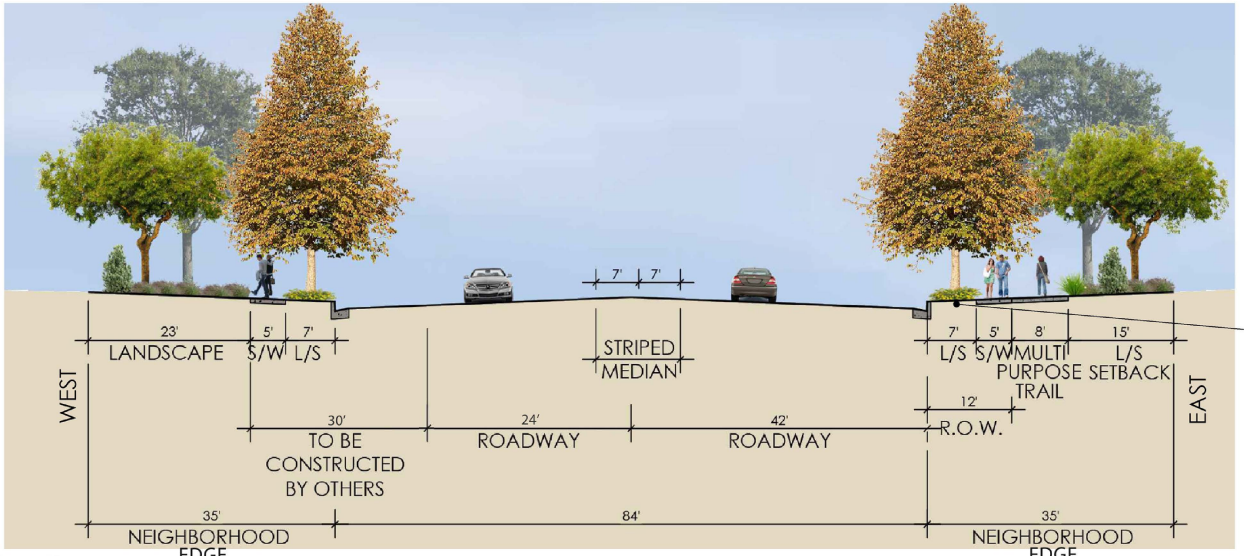
The segment of Eucalyptus Avenue abutting the Eucalyptus Business Park Specific Plan area features landscaping within parkways along the north side of the street. Parkways include a curb-adjacent park strip planted with deciduous trees, low flowering groundcovers, and a 5-foot-wide sidewalk. Evergreen and deciduous trees are planted beyond the right-of-way on both sides of the street to provide pedestrians using the sidewalk with additional opportunities for shade and to screen undesirable views. An 8-foot-wide multi-purpose trail is also provided along the northern side of Eucalyptus Avenue to offer passive recreational opportunities. The typical Eucalyptus Avenue Streetscape is illustrated on Figure 6-6, *Eucalyptus Avenue Streetscape*.

6.10.6 Public Street 'A'

The typical section of Public Street 'A' features landscaping within parkways on both sides of the street. Parkways include a curb-adjacent park strip planted with evergreen trees and low flowering groundcovers, and a 5-foot-wide sidewalk. Evergreen and deciduous trees are planted beyond the right-of-way on both sides of the street to provide pedestrians using the sidewalk with additional opportunities for shade and to screen undesirable views. The typical Public Street 'A' Streetscape is illustrated on Figure 6-7, *Public Street 'A' Streetscape*.



Plan View



Section

CAMPUS AVENUE STREETSCAPE

PLATANUS A. 'BLOODGOOD' (LONDON PLANT TREE)	HEIGHT X SPREAD: 40' X 30' SPACING: 30' O.C. DESCRIPTION: DECIDUOUS
CHITALPA T. 'MORNING CLOUD' (CHITALPA)	HEIGHT X SPREAD: 35' X 20' SPACING: 20' O.C. DESCRIPTION: DECIDUOUS
QUERCUS SUBER (CORK OAK)	HEIGHT X SPREAD: 70' X 20' SPACING: 20' O.C. DESCRIPTION: EVERGREEN

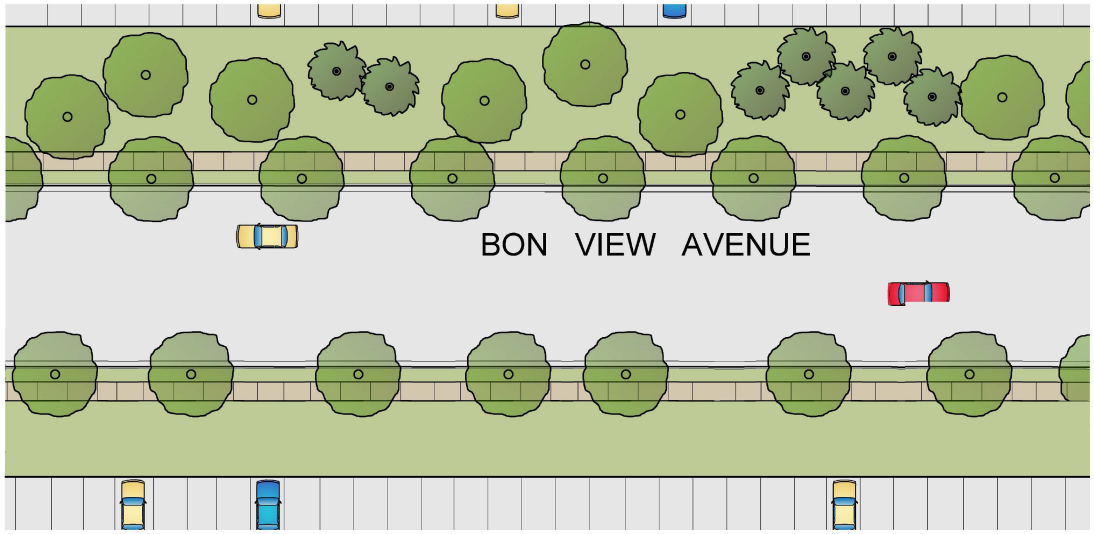
PARKWAY PLANTING SHALL NOT EXCEED 18" IN HEIGHT, TYP.

Source(s): Ridge Landscape Architects (12-17-2025)

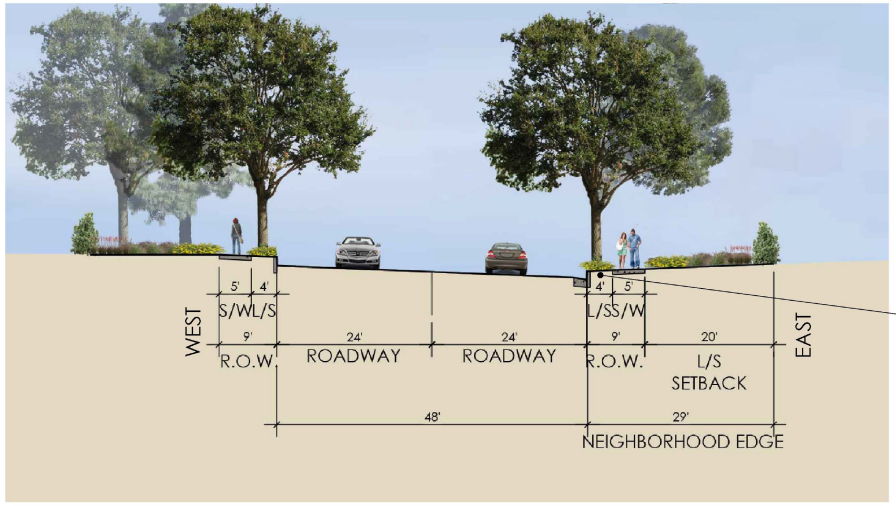
Figure 6-2

Campus Avenue Streetscape

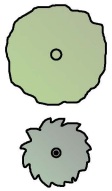
Not to Scale



Plan View



Section



QUERCUS ILEX
(HOLLY OAK)

HEIGHT X SPREAD:
40' X 30'
SPACING:
40' O.C.
DESCRIPTION:
EVERGREEN

PINUS ELDARICA
(AFGHAN PINE)
- OR -
PODOCARPUS
GRACILIOR
(FERN PINE)

HEIGHT X SPREAD:
40' X 30'
SPACING:
30' O.C.
DESCRIPTION:
EVERGREEN

PARKWAY PLANTING
SHALL NOT EXCEED
18" IN HEIGHT, TYP.

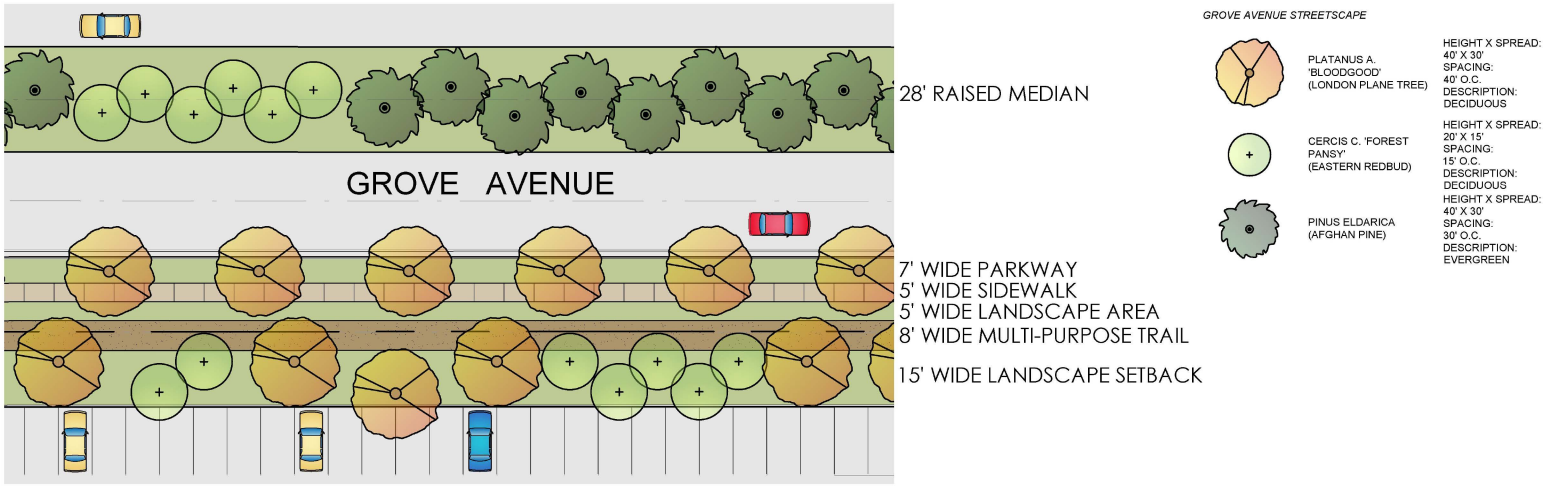
NOTE: EASEMENT WIDTH REQUIREMENT IS SUBJECT TO CHANGE BASED ON FINDINGS OF CITY-APPROVED HYDRAULIC STUDIES, MASTER PLAN UPDATES, AND PROJECT FINAL DESIGN.

Source(s): Ridge Landscape Architects (12-17-2025)

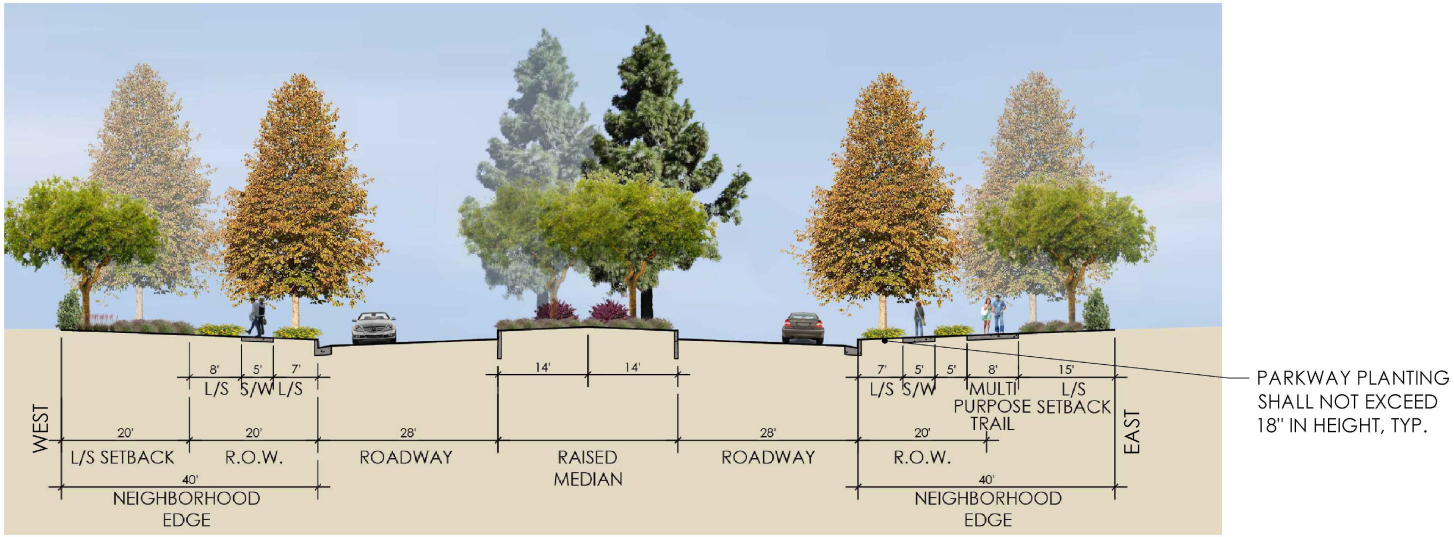
Figure 6-3

Bon View Avenue Streetscape

Not to Scale



Plan View



Section

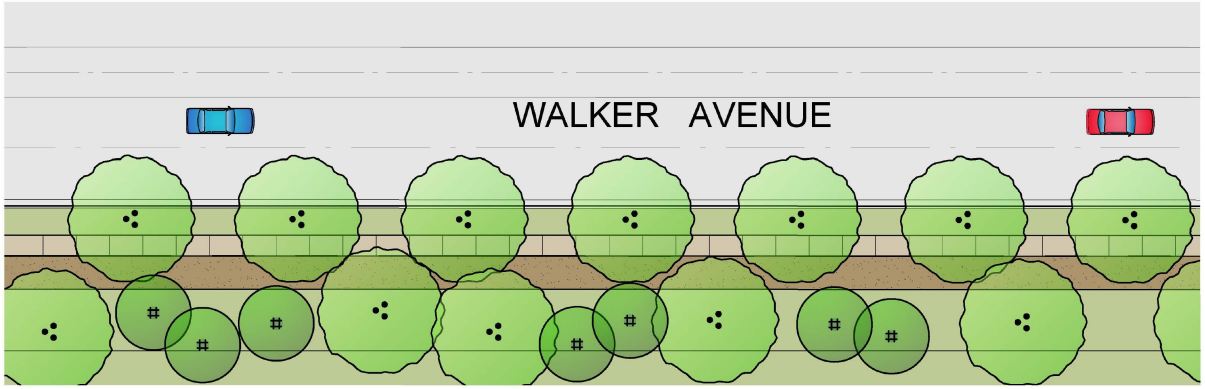
Source(s): Ridge Landscape Architects (12-17-2025)

Figure 6-4

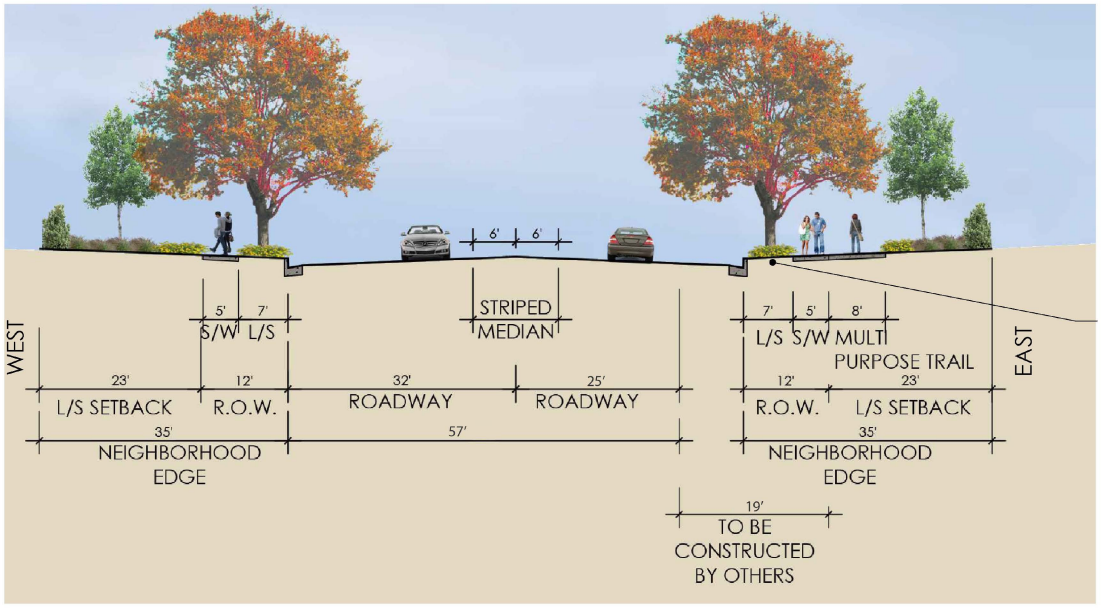
Grove Avenue Streetscape

Not to Scale

6-21



Plan View



WALKER AVENUE STREETSCAPE

KOELREUTERIA BIPINNATA (CHINESE FLAME TREE) — HEIGHT X SPREAD: 30' X 30' SPACING: 40' O.C. DESCRIPTION: DECIDUOUS

LOPHOSTEMON CONFERTUS (BRISBANE BOX) — HEIGHT X SPREAD: 15' X 15' SPACING: 20' O.C. DESCRIPTION: EVERGREEN

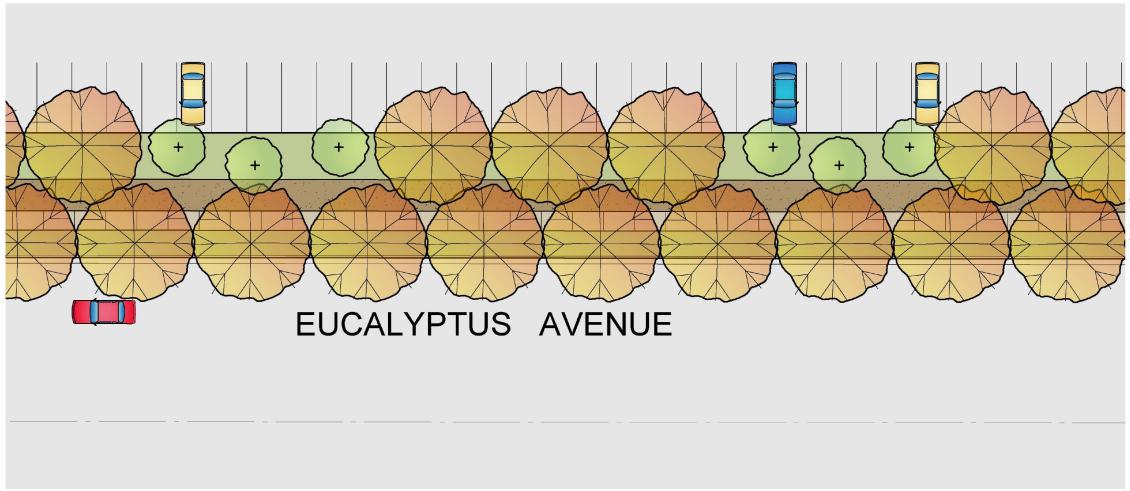
Section

Source(s): Ridge Landscape Architects (12-17-2025)

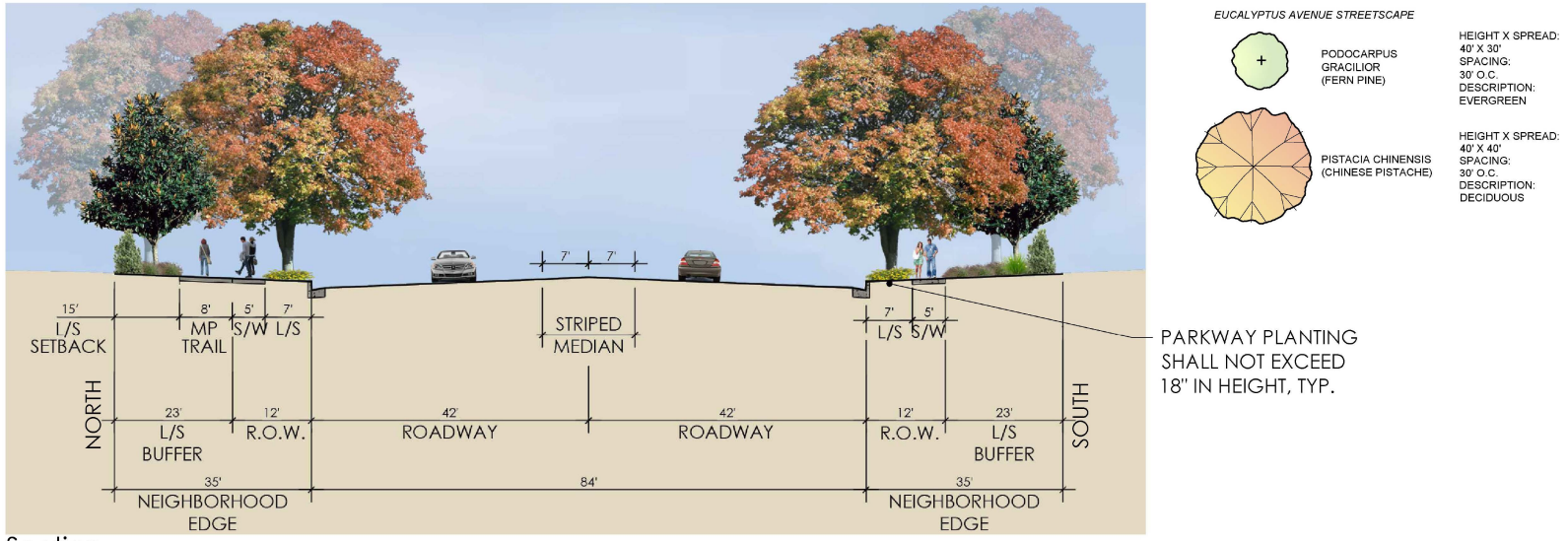
Figure 6-5

Walker Avenue Streetscape

Not to Scale



Plan View



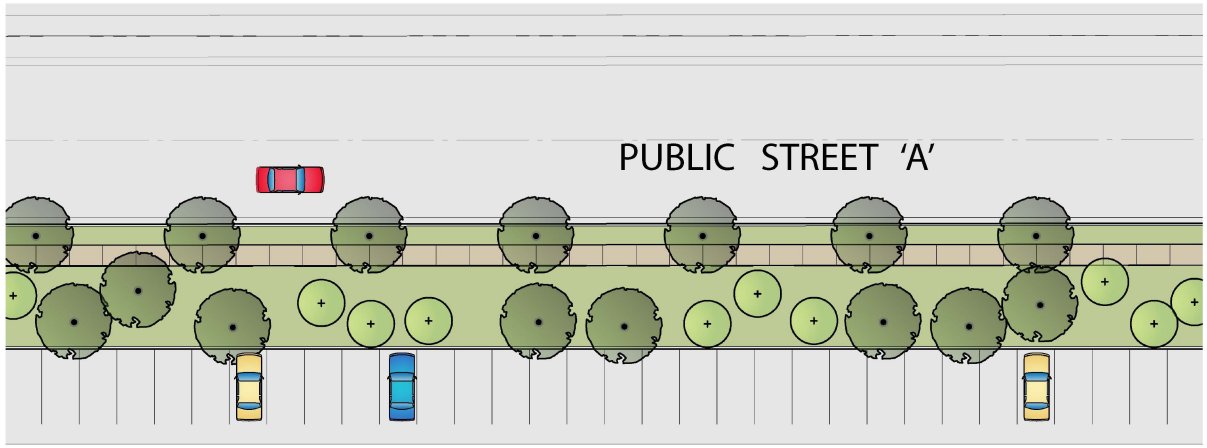
Section

Source(s): Ridge Landscape Architects (12-18-2025)

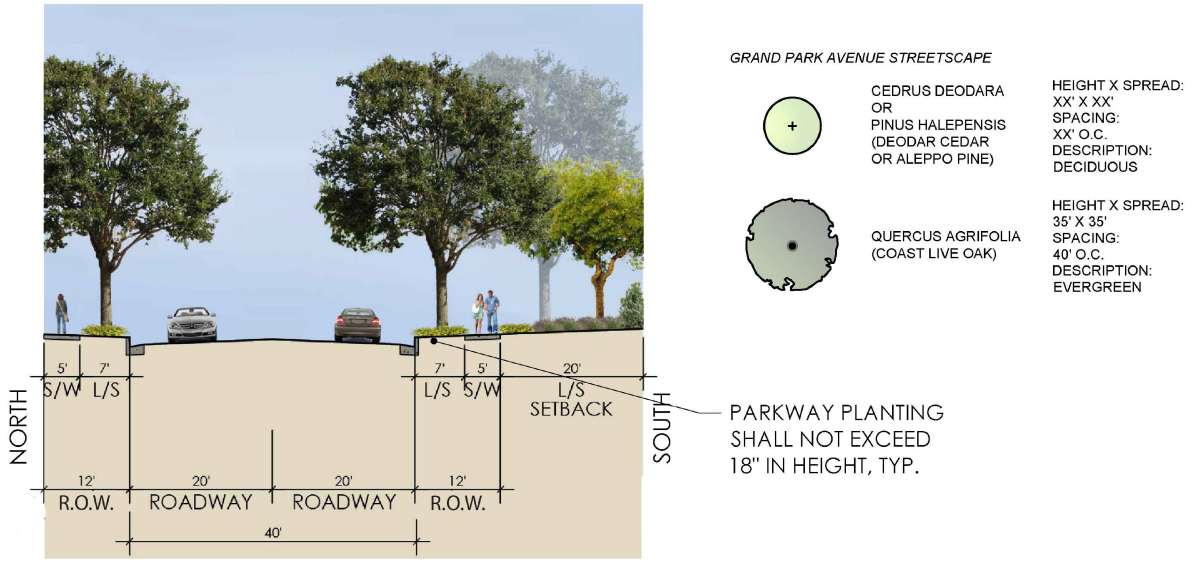
Figure 6-6

Eucalyptus Avenue Streetscape

Not to Scale



Plan View



Section

Source(s): Ridge Landscape Architects (06-04-2025)

Figure 6-7

Public Street 'A' Streetscape

Not to Scale

6.11 Entries and Monuments Guidelines

Entry and corner monument treatments are designed to provide distinct visuals to emphasize the Eucalyptus Business Park Specific Plan area's aesthetic. Hardscape and landscape features at entry and corner monument locations shall provide adequate "line-of-sight" for motorists and shall comply with applicable City design standards and specifications. Monumentation shall not be located within the public street right-of-way.

Implemented entry and corner treatments should be flexible to respond to physical contexts and the needs and desires of specific tenants and may differ slightly from the concepts presented herein; however, all entry and corner treatments within the Specific Plan area shall be consistent in theme.

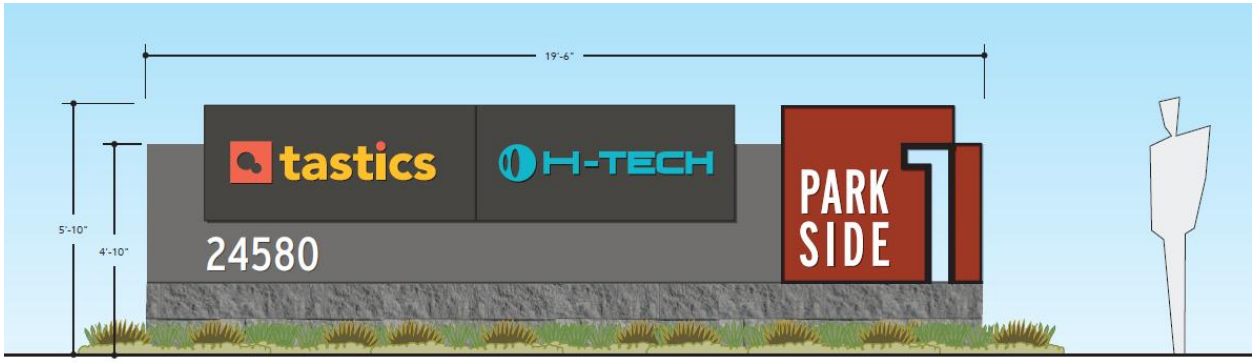
6.11.1 Primary Corner Treatments

Primary corner monuments are located at the northeast corner of Eucalyptus Avenue and Campus Avenue and at the northeast and northwest corners of Eucalyptus Avenue and Grove Avenue. The primary corner treatments features orchard tree groves and the primary monument signage. Figure 6-8, *Conceptual Primary Corner Treatment*, conceptually illustrates the primary corner treatments.

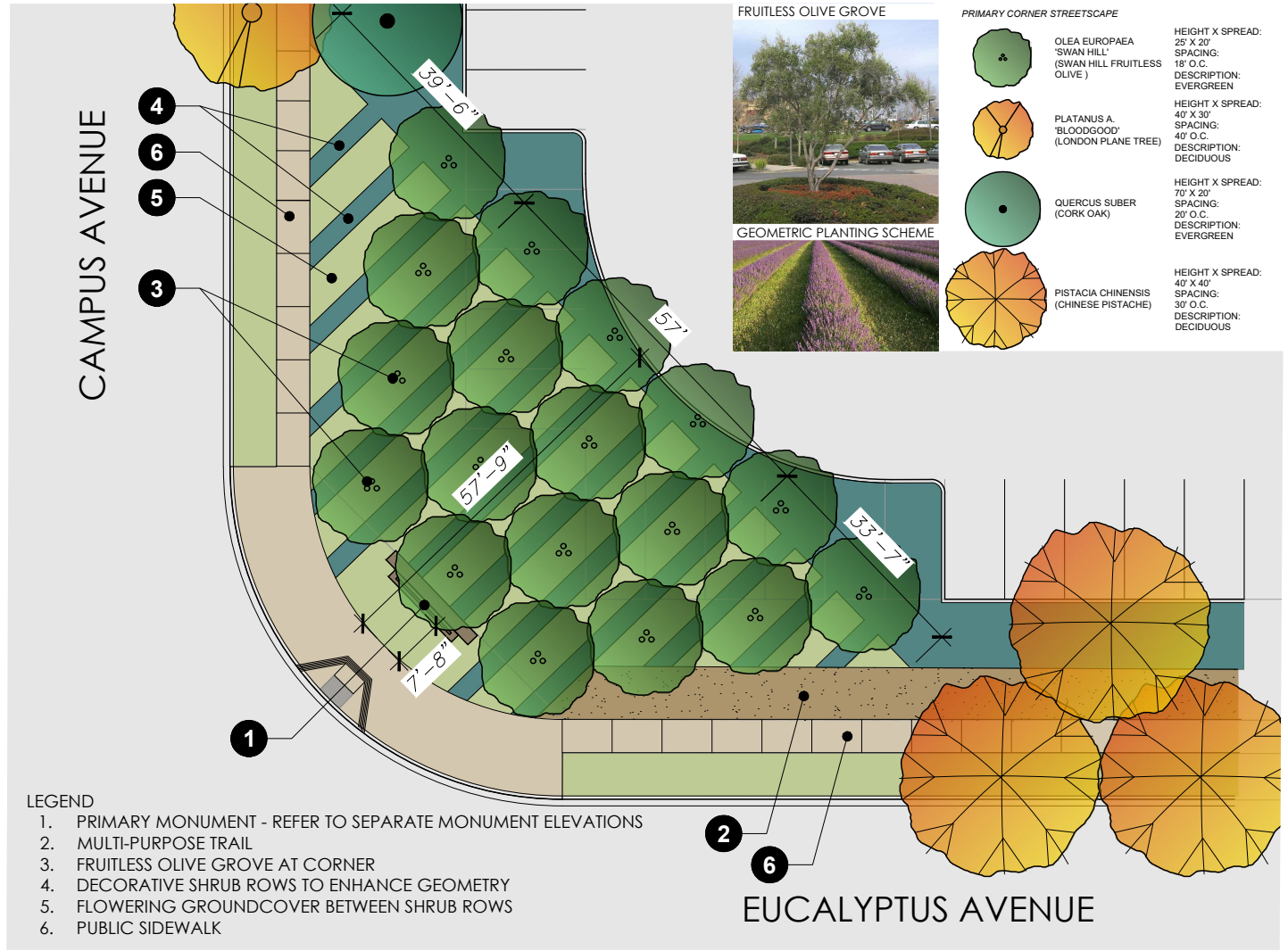
6.11.2 Secondary Corner Treatments

Secondary corner monuments are located at the entrances into the Specific Plan area from the northern edge of Campus Avenue, Bon View Avenue, Grove Avenue, and Walker Avenue; from the southern edge of Bon View Avenue and Grove Avenue. The secondary corner treatments features orchard tree groves, shrubs, and groundcovers. Figure 6-9, *Conceptual Secondary Corner Treatment*, conceptually illustrates the secondary corner treatments.

The final locations and design details of the water quality basins will be determined when buildings are designed and oriented during the implementation of the Eucalyptus Business Park Specific Plan area.



Conceptual Tenant Monumentation



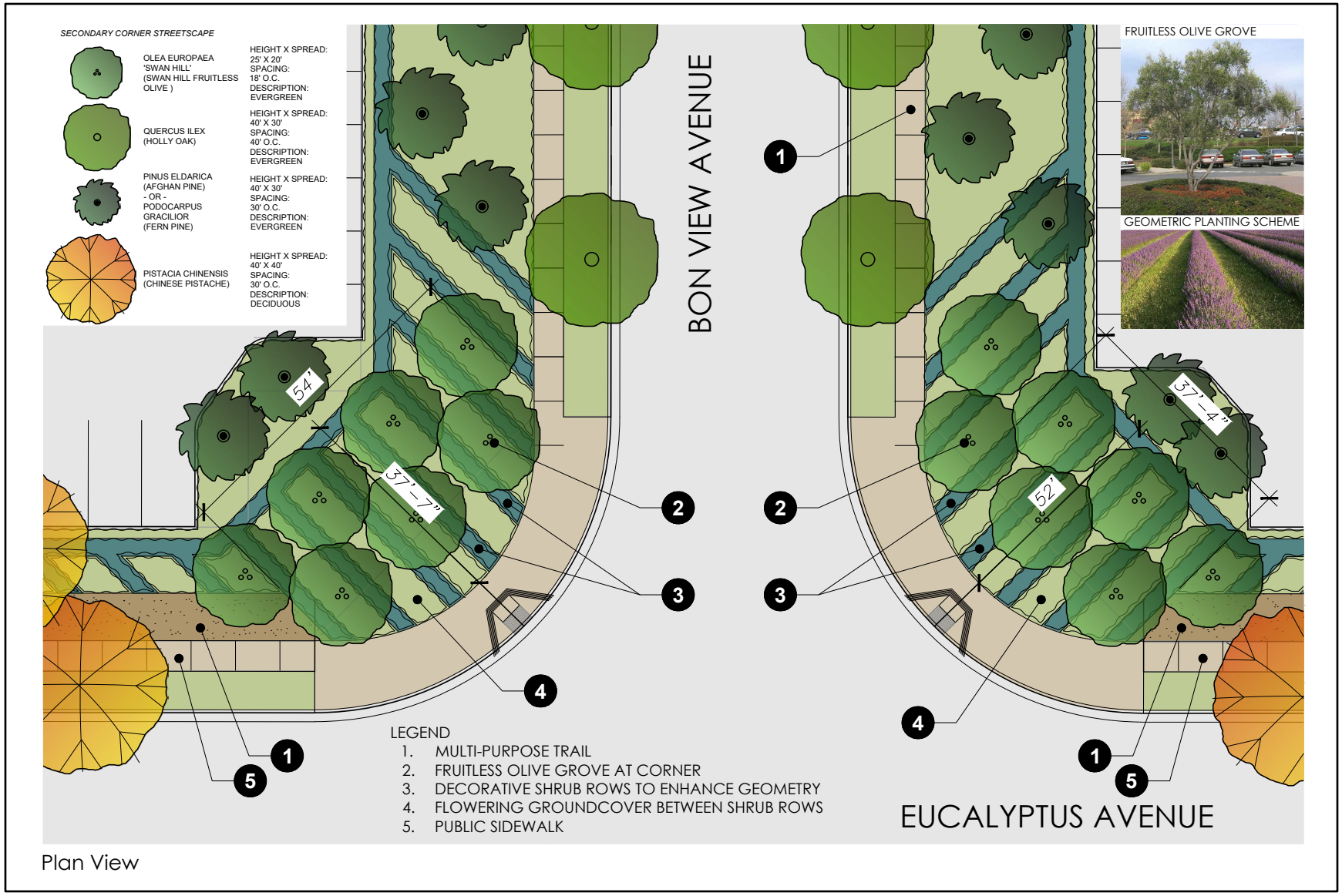
Plan View

Source(s): Ridge Landscape Architects (12-17-2025)

Figure 6-8

Conceptual Primary Corner Treatment

Not to Scale



Plan View

Source(s): Ridge Landscape Architects (12-17-2025)

Figure 6-9

Conceptual Secondary Corner Treatment

Not to Scale

6.12 Landscape Interface

Within the Specific Plan area, landscape treatments have been designed to address the interface between the Business Park and the Open Space – Parkland land use. The interface exhibits presented in this section are not intended to represent a literal design, but rather serve as guidelines, which may be subject to modification over time.

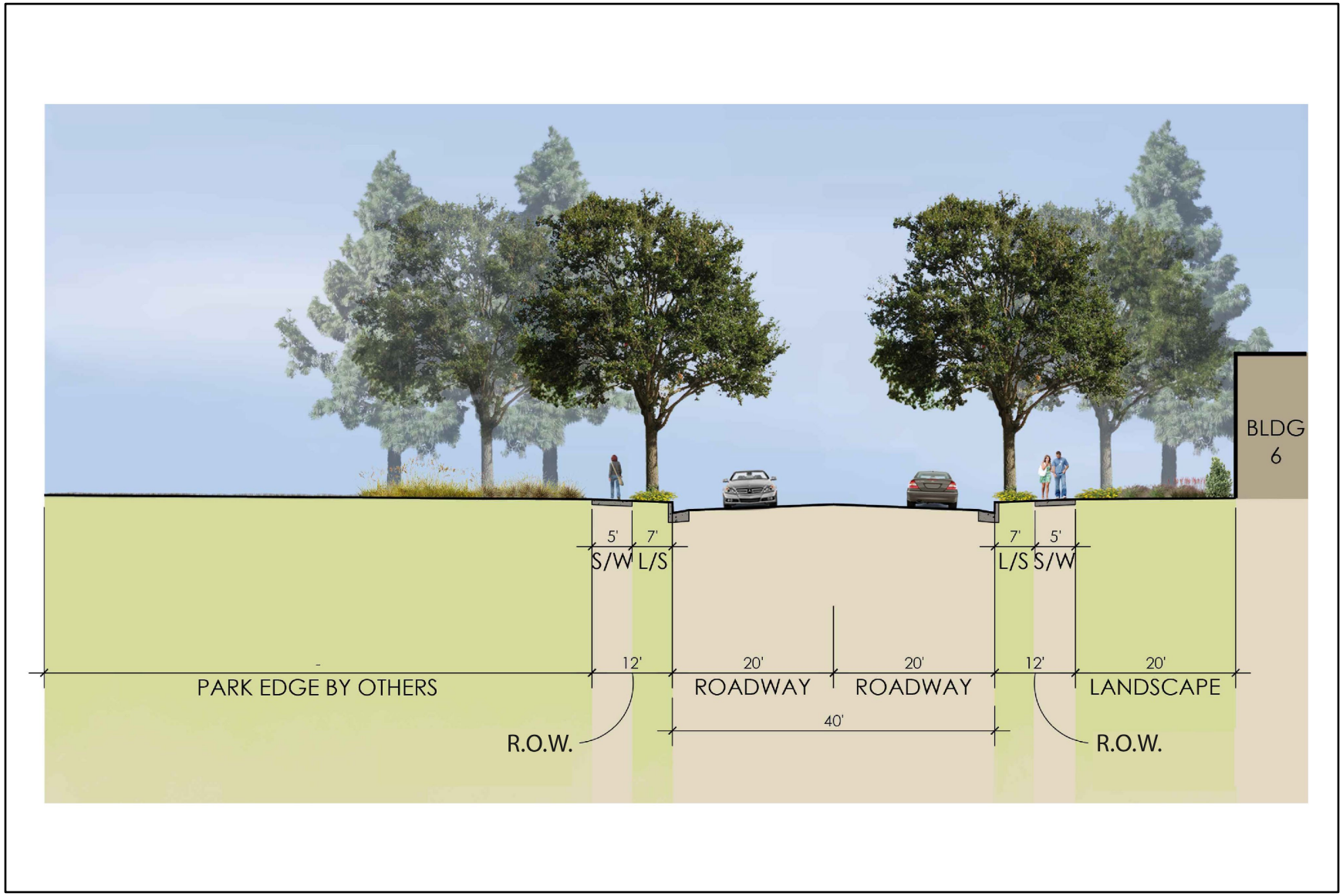
As shown in Figure 6-10, *Conceptual Landscape Interface – Business Park to Open Space – Parkland*, the 60-foot-wide ROW Public Street 'A' splits up the two land use districts. Within the Business Park planning areas, landscape buffers, parking, and drive-aisles can provide further separation between the Business Park buildings and the edge of the public park areas.

6.13 Water Quality Basin Guidelines

Water quality basins may be provided within the Specific Plan area to treat stormwater before the flows ultimately drain into the storm drain facilities. The water quality basins may include contoured basin edges for a natural look, and landscaping around the perimeter of the basin to screen public views of the basin. Swales may be no greater than 40% of the landscape area width to allow for ornamental landscaping, although landscaping may have limitations where necessary to deter the attraction of birds to the basins, which can be a hazard to aircraft using the nearby Chino Airport and Ontario International Airport. Other wildlife deterrents that may be considered include floating covers, bird balls, netting, and basins designed to be linear and narrow with steep sides and rip-rap lining.

6.14 Stormwater Infiltration Areas Guidelines

Stormwater infiltration areas within landscape areas shall be designed to be no greater than 40% of the landscape area width to allow for ornamental landscape. Stormwater infiltration devices located in landscape areas shall be reviewed and plans approved by the City of Ontario's Landscape Planning Division. Any stormwater devices in parkway and landscape areas shall not displace required tree locations.



Source(s): Ridge Landscape Architects (12-17-2025)

Figure 6-10

Conceptual Landscape Interface - Business Park to Open Space Parkland

Not to Scale

CHAPTER 7

IMPLEMENTATION PLAN

7.1 Severability

This Specific Plan document enables the City of Ontario to facilitate the processing and approval of development plans and implementing permits to build out the Eucalyptus Business Park Specific Plan area. If any regulation, condition, program, or portion of this Specific Plan is held invalid or unenforceable, such portions shall be deemed separate, distinct, and independent provisions, and the invalidity of such portions or provisions shall not affect the validity and enforceability of the remaining provisions contained herein.

7.2 Applicability

Approval of the Eucalyptus Business Park Specific Plan indicates acceptance by the City of Ontario City Council of a general framework for the development of the Specific Plan area's property. Part of that framework establishes specific development standards that constitute the zoning regulations of the Specific Plan (refer to Chapter 5, *Development Regulations*). The provisions contained herein are intended to regulate development within the Specific Plan area.

Development within the Eucalyptus Business Park Specific Plan area shall be implemented through the City's approval of a tentative map, a final parcel map, and the Development Plan Review process as established in the City's Development Code. The implementation process described herein provides the mechanisms for review and approval of development projects within the Specific Plan area.

7.3 Interpretation

Unless otherwise provided, any ambiguity concerning the content or application of the Specific Plan shall be resolved by the City's Planning Director, or their designee, in a manner consistent with the goals, policies, purpose, and intent established in this Specific Plan.

7.4 Development Review Process

7.4.1 Subdivision Map

Approval of tentative maps within the Eucalyptus Business Park Specific Plan area may occur concurrently with or subsequently to the adoption of the Specific Plan. The tentative map and final subdivision maps shall be reviewed and approved pursuant to the applicable provisions of the City's Subdivision Ordinance and consistent with the applicable provisions established within the Land Use, Infrastructure, Design Guidelines, and Development Regulations chapters of this Specific Plan.

7.4.2 Development Plan Review

All development within the Eucalyptus Business Park Specific Plan area shall be subject to the Development Plan Review Process established in the City of Ontario Development Code, or as approved the by Planning Director or their designee). Adoption of this Specific Plan by the City includes the design guidelines contained in Chapter 6,

which shall be the design criteria by which development projects within the Specific Plan area shall be reviewed during Development Plan Review. Additionally, proposed uses within the Specific Plan area shall not exceed the total number of daily vehicle trips studied within the EIR prepared to address the Eucalyptus Business Park Specific Plan.

For topics on which these design guidelines are silent, the applicable design guidelines contained within the City's Development Code shall apply. The design guidelines are intended to offer flexibility while establishing fundamental evaluation criteria to guide the City's review of development projects during the design review process.

7.4.3 Development Agreements

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 of financing, acquisition, and construction of infrastructure. The Eucalyptus Business Park Specific Plan Development Agreement shall be fully executed prior to the issuance of the first building permits for development or first public works permit, whichever takes place first, within the Specific Plan.

7.4.4 Conditional Use Permits

Uses identified as conditionally permitted within Chapter 5, *Development Regulations*, of this Specific Plan shall be subject to review and approval by the City pursuant to the procedures set forth in Division 4.02.015, Conditional Use Permits, of the City's Development Code.

7.4.5 Variances

Variances and Administrative Exceptions to the development regulations contained in Chapter 5, *Development Regulations*, of this Specific Plan with respect to the site area, setback dimensions, building heights, distances between buildings, landscape percentage and off-street parking and loading shall be reviewed pursuant to "Variances and Administrative Exceptions" of Section 4.02.020 of the City's Development Code.

7.5 Substantial Conformance

The Substantial Conformance Determination is a mechanism that allows for the approval of ministerial minor modifications for development under the Specific Plan, which is considered and approved ministerially by the Planning Director or their designee. The City recognizes that modifications to the text and exhibits of this Specific Plan document may be needed over time. Upon direction by the City of Ontario Planning Department, certain modifications to text, exhibits, and/or development standards and design guidelines may not require a formal Specific Plan Amendment (i.e., through public hearing) and can occur ministerially. The following minor modifications to this document do not require a formal Specific Plan Amendment and are subject to ministerial review and approval by the Planning Director or their designee. The Planning Director shall have the discretion to approve or defer any request for modification to the Planning Commission or City Council, either for ministerial direction and guidance, or for a determination that the required change requires a formal amendment as discussed below in Section 7.6. Ministerial Substantial Conformance decisions are not subject to CEQA compliance because CEQA applies to discretionary actions and not to ministerial actions.

A Substantial Conformance shall constitute the following and will require approval from the Planning Director or their designee:

- Expansions or reductions of the net acreage covered by a given Planning Area.
- Transfer of development square footage of 15% or less within the same land use designation, provided that the shift in square footage does not exceed the maximum allowable square footage of 2,939,000 s.f. or exceed the maximum FAR of 0.55 provided in Chapter 5 of this Specific Plan.
- The ultimate alignment of driveways and drive aisles within any Planning Area as part of the development of implementing project(s).
- Construction of buildings, landscaping, and/or parking areas for building sites may cross over into adjacent Planning Areas within the same land use designation, Buildings constructed across Planning Area boundaries shall not, by themselves, trigger the requirement for a Substantial Conformance. Modification of design criteria such as architectural details, landscape treatments, fencing, lighting, and signage.
- Changes to the Phasing Plan, provided infrastructure is available to serve the phase as determined by the City Engineer.
- Implementation of alternative landscape materials, wall materials, entry monument design, primary/secondary corner treatments, and streetscape design that are generally consistent with the conceptual design guidelines contained within this Specific Plan.
- Modifications to the Business Park Architectural Design Guidelines, such as variation of architectural style and variations in materials and colors.
- The Conceptual Site Plan exhibit (Figure 3-3) is illustrative only; modifications to the building orientation and layout as part of the Development Plan review process where the revisions remain consistent with the intent and development standards of the Specific Plan. Final infrastructure facility sizing and precise location of dry utilities, water, sewer, and storm drainage improvements as approved by the City Engineer, OMUC, or San Bernardino Flood Control District.
- Roadway ROW design, when the changes are warranted and approved by the City Engineer.
- Revisions to exhibits that do not substantially change the intent of the Specific Plan.
- Modification, deletions, and additions to the list of permitted and conditionally permitted uses.
- Specific modifications of a similar nature to those listed above which are deemed minor by the Planning Director, which are in keeping with the intent of this Specific Plan and which are in conformance with the Policy Plan component of The Ontario Plan.

7.6 Formal Amendments to the Specific Plan

All modifications to this Specific Plan document that do not meet the criteria of a Substantial Conformance (as defined in the previous subsection) shall be deemed to require a formal Specific Plan Amendment.

Formal Specific Plan Amendments shall be subject to the review and approval of the City Council. The Planning Commission should first hear and consider all applications for formal Specific Plan Amendments and provide a recommendation to the City Council. As required by the California Government Code, all government agencies significantly affected by the proposed Amendment shall be notified

of the proposed action prior to the approval. Because a Specific Plan Amendment is a discretionary action, such amendments shall be appropriately reviewed in accordance with the CEQA Statute and Guidelines, with the City of Ontario serving as the CEQA Lead Agency.

Any formal Specific Plan Amendment initiated by an applicant requires preliminary review by the Planning Director, filing of an official application and required materials supporting the Amendment, submittal of a fee.

In considering approval or disapproval of formal Specific Plan Amendments, the Planning Commission and City Council shall find that the request is:

- Consistent with the Policy Plan component of The Ontario Plan (General Plan) in effect at the time of consideration.
- Compatible with surrounding land uses with respect to use, development standards, density, or issues of health, public safety, and general welfare.
- Consistent with the overall design character and general structure set forth in Chapter 6, *Design Guidelines*, of this Specific Plan.

7.7 Appeals

Appeals of any determination of the 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.

7.8 Compliance with Mitigation Monitoring and Reporting Program

Certification of an EIR shall be required prior to the approval of the Specific Plan. Development within the Eucalyptus Business Park Specific Plan shall comply with all approved mitigation measures as described in the MMRP included as part of the EIR.

7.9 Project Financing

The financing of construction, operation, and maintenance of public improvements, facilities, and public services shall include funding through a combination of financing mechanisms. Prior to the recordation of final maps, a final determination shall be made by City staff and confirmed by the Planning Director and City Engineer regarding the responsibility for construction and maintenance of public facilities, whether publicly or privately maintained.

Implementation of the Eucalyptus Business Park Specific Plan may involve financing options including, but not limited to, the following sections:

7.9.1 Facilities and Services

Construction of public improvements and facilities and the provision of public services may be financed through private capital investment, a Community Facilities District (CFD), Development Impact Fees (DIF), or other special district, pursuant to the Mello-Roos Community District Act of 1982.

7.9.2 Operation and Maintenance

Options for operation and maintenance of public and private improvements and facilities include, but are not limited to, the following:

- City Public Works Department or other public agencies
- Individual private property owners

- Private Property Owners Association
- CFD or other special district (will be at the City's sole distraction)

7.10 Phasing Plan

As shown on Figure 7-1, *Conceptual Phasing Plan*, the development of the Eucalyptus Business Park Specific Plan area is expected to occur in six phases in response to market demands and according to a logical and orderly extension of roadways, public utilities, and infrastructure.

Phase A includes Planning Areas 3 and 6; Phase B includes Planning Areas 2 and 5; Phase C includes Planning Areas 1 and 4; Phase D includes Planning Area 9; Phase E includes Planning Area 8; and Phase F includes Planning Area 7. The developer and the City of Ontario will work together to ensure that the Open Space – Parkland Planning Areas are constructed concurrently with the build-out of the Business Park portions of the Specific Plan area in a phased manner. The details of this partnership will be included in the Development Agreement(s) accompanying the approval of the Specific Plan.

Phasing of the Specific Plan shall be permitted; however, required public improvements will be dictated by the City of Ontario's Land Development Section and the approved Development Agreement(s). The Phasing Plan is conceptual and subject to revision as the project development evolves. The Specific Plan shall allow development in any phase at any time if adequate infrastructure to support same is included. For example, construction of the publicly operated animal resource center or other building or improvement may occur prior to the completion of an earlier phase.

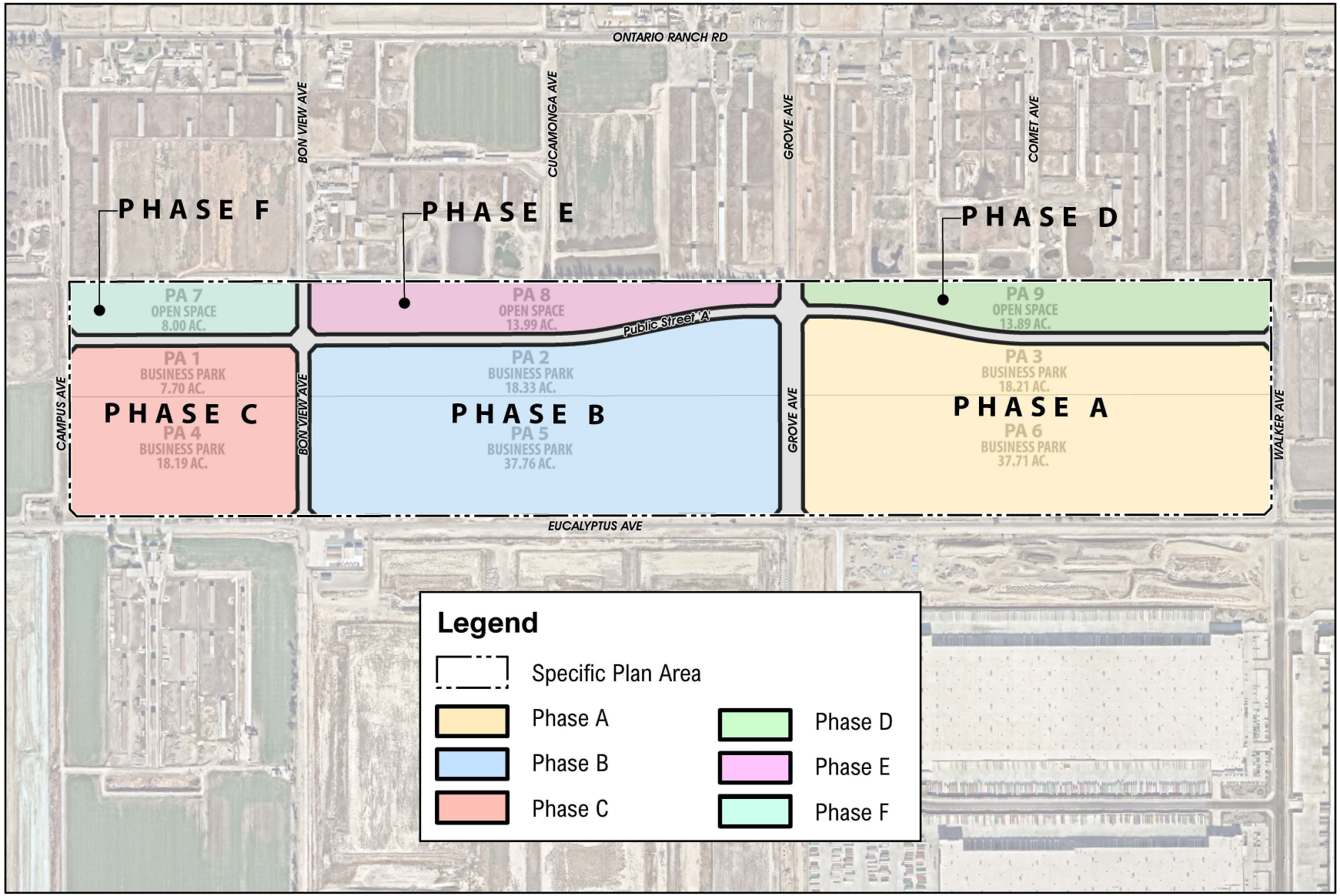
7.11 Maintenance Plan

The public and private improvements constructed within the Eucalyptus Business Park Specific Plan area shall be maintained through a combination of public and private entities as described in Table 7-1, *Maintenance Responsibilities*. Table 7-1 provides a list of maintenance entity options that may fund and/or maintain facilities within the Specific Plan area, however, the ultimate maintenance entity for each facility will be determined by the Eucalyptus Business Park Specific Plan's Development Agreement(s). A Property Owners Association (POA) may be established for the maintenance of common area landscape improvements and private roadways within portions of the Eucalyptus Business Park Specific Plan area. For areas in public ownership (such as public roadway ROWs and the Open Space-Parkland Planning Areas), City of Ontario Public Works, other public agencies, or municipal maintenance districts may fund the maintenance of these areas.

Table 7-1 Maintenance Responsibilities

Facility	City and/or CFD	Property Owners Association	Property Owner or Occupant	Public Utility
Public rights-of-way (ROW) (Campus Avenue, Bon View Avenue, Grove Avenue, Walker Avenue, Eucalyptus Avenue, New Public Street)				
• Curb-to-curb improvements	X			
• Parkways within public right-of-way (ROW)	X			
• Neighborhood Edges, Master Plan Trails and Medians	X	X		
• Landscape buffer located outside public ROW - private		X	X	
Interior private streets located outside of the public ROW (including parkways, landscaping, non-Master Plan Trails, and sidewalks)		X		
Off-street parking areas - private		X	X	
Traffic signals	X			
Traffic control signs – in the public ROW	X			
Traffic control signs – not in the public ROW		X	X	
Street lights – in the public ROW	X			
Street lights – not in the public ROW		X	X	
Public water, sewer, and storm drain improvements within public ROW	X			
On-site landscaping and irrigation - private		X	X	
Common open space – private		X		
Walls and fences - private		X	X	
Corner and Entry Monuments - private		X	X	
Tenant Signage – private		X	X	
Off-street lighting – private		X	X	
Storm Water Drainage/Water Quality Facilities – within the curb-to-curb area of a public street	X			
Permanent Storm Water Drainage/Water Quality Facilities (swales, basins, biotreatment		X	X	

Facility	City and/or CFD	Property Owners Association	Property Owner or Occupant	Public Utility
filters, etc.) – behind the curb line of the public street				
Dry Utilities (electricity, natural gas, communications systems)				X
Fiber Optic communication system in the public ROW (OntarioNet fiber lines)	X			X
Open Space – Parkland	X			
Publicly Operated Animal Resource Center	X			



Source(s): Esri, Nearmap Imagery (January 2025), Michael Baker (11-20-2025), San Bernardino County (2025)

Figure 7-1

Phasing Plan

APPENDIX A

POLICY PLAN CONSISTENCY ANALYSIS

California Government Code (Title 7, Division 1, Chapter 3, Article 8, §§ 65450 through 65457) allows local governments to adopt and administer specific plans as tools to implement their general plan; however, specific plans must demonstrate consistency with the goals and policies set forth in the local general plan. This appendix provides a summary discussion to demonstrate that this Eucalyptus Business Park Specific Plan is consistent with, and results in the implementation of, applicable primary goals and policies of the Policy Plan (General Plan) component of The Ontario Plan.

The Ontario Plan Policy	Specific Plan Consistency
Land Use Element	
LU-1: A community that has 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.	**Consistent.** The Eucalyptus Business Park Specific Plan area is located in the Ontario Ranch area of the City, which is an area planned for future growth. The City's Master Plans for water, sewer, and storm drainage identify planned infrastructure facilities to support growth in this area. The developer(s) of the Eucalyptus Business Park Specific Plan area will be required to participate in the installation of the Master Plan infrastructure. Additionally, streets within the Specific Plan area are designed to be safe and accessible to accommodate different modes of non-vehicular transportation.
LU-1.2: Sustainable Community Strategy. We integrate state, regional, and local Sustainable Community /Smart Growth principles into the development and entitlement process.	**Consistent.** The Eucalyptus Specific Plan features numerous sustainable features. The Specific Plan encourages non-motorized circulation by employees and visitors via its provision of an integrated network of sidewalks, bikeways, and trails. In accordance with the Policy Plan Exhibit M-02, Multipurpose Trails & Bikeway, Class II bike lanes are provided along both sides of Campus Avenue and Walker Avenue. Additionally, the Eucalyptus Business Park Specific Plan area includes an 8-foot multi-purpose trail along Eucalyptus Avenue, Grove Avenue and Walker Avenue. All development in the Specific Plan area are required to conform to the California Green Building Standards Code (CalGreen Code) and the Specific Plan includes

The Ontario Plan Policy	Specific Plan Consistency
Land Use Element	
	Energy Efficiency guidelines. In addition, the EBPSP includes a rooftop solar energy system which would generate enough electricity to meet 45% of annual electricity demand. The plant palette for the Specific Plan area consists of water-efficient species native to southern California or naturalized to the arid southern California climate, and the use of turf will be minimized. As such, the Eucalyptus Specific Plan is consistent with this policy.
LU-1.3: Adequate Capacity. We require adequate infrastructure and services for all development.	**Consistent.** The developer(s) of the Eucalyptus Business Park Specific Plan area are required to install adequate roadway and utility infrastructure improvements to meet the demands of the Specific Plan while maintaining adequate service levels for existing, surrounding development. Refer to the Environmental Impact Report (EIR) prepared for the Eucalyptus Business Park Specific Plan for a detailed analysis of the adequacy of the Specific Plan's infrastructure improvements.
LU-1.4: Multimodal Mobility. We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on active transportation, transit, electric vehicles, and multimodal transportation opportunities	**Consistent.** The Eucalyptus Business Park Specific Plan area offers numerous opportunities for non-vehicular circulation, including multi-purpose trails, bikeways, and sidewalks. Class II bike lanes would largely be provided along both sides of Campus Avenue, between Riverside Drive and Holt Avenue, Eucalyptus Avenue, and Walker Avenue, between Euclid Avenue and Hamner Avenue. Additionally, the Eucalyptus Business Park Specific Plan area includes an 8-foot multi-purpose trail along Eucalyptus Avenue, Grove Avenue, Campus Avenue, and Walker Avenue to encourage connectivity and circulation by employees, visitors, and the passersby that is not completely dependent on a motorized vehicle. Additionally, bike storage facilities are required to be installed in each building to further promote alternative transportation.
LU-1.5: Jobs-Housing Balance. We coordinate land use, infrastructure, and transportation planning and analysis with regional, county, and other local agencies to further regional and subregional goals for jobs-housing balance.	**Consistent.** The developer(s) of the Eucalyptus Business Park will construct roadway and utility improvements in accordance with the City's infrastructure master plans. Furthermore, the Specific Plan area will generate employment opportunities for residents of the City and surrounding jurisdictions, and reduce the need for residents in the region to commute to other regions for employment opportunities. Accordingly, implementation of the Eucalyptus Business Park Specific Plan will improve

The Ontario Plan Policy	Specific Plan Consistency
Land Use Element	
	the jobs-housing balance within the City and the Inland Empire region.
LU-1.6: Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.	**Consistent.** The Eucalyptus Business Park Specific Plan land use plan provides Business Park land uses that will accommodate a variety of employment uses arranged in a sensible and efficient manner that allow ease of access and complement the surrounding community. The parkland area will provide recreational amenities for residents of and visitors to the City of Ontario. The business park area of the Eucalyptus Business Park Specific Plan area is envisioned to attract local, national, and international businesses, and will assist in diversifying the mix of employment opportunities available in the City. The retail component within the business park area will serve both the businesses within the Eucalyptus Business Park Specific Plan area and the broader community.
LU-1.7: Revenues and Costs. We require future amendments to our Land Use Plan to be accompanied by analyses of fiscal impacts.	**Consistent.** A fiscal impact analysis will be prepared in support of the Specific Plan. Refer to the Eucalyptus Business Park Specific Plan EIR for a detailed analysis of potential fiscal effects associated with the implementation of the Specific Plan.
LU-2: Compatibility between a wide range of uses and resultant urban patterns and forms.	
LU-2.1: Land Use Decisions. We minimize adverse impacts on adjacent properties when considering land use and zoning requests.	**Consistent.** The Eucalyptus Business Park Specific Plan EIR evaluated the potential physical environmental impacts of the implementation of the Specific Plan on the surrounding community in accordance with the California Environmental Quality Act (CEQA). Refer to the Eucalyptus Business Park Specific Plan EIR for a detailed analysis of impacts to adjacent properties associated with the implementation of the Specific Plan.
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.	**Consistent.** The Eucalyptus Business Park Specific Plan provides conceptual streetscapes for Eucalyptus Avenue, Campus Avenue, Walker Avenue, and Public Street 'A'; primary and secondary corner treatments at Specific Plan entry points; and landscaped screening walls between truck courts and parking areas and adjacent public rights-of-way. Implementation of these features provides a visual buffer between planned on-site Business Park land uses and existing and planned off-site land uses. Additionally, the Specific Plan includes Open Space–Parkland along the northern boundary to separate the business park uses from the residential uses planned

The Ontario Plan Policy	Specific Plan Consistency
Land Use Element	
	to the north. As such, the Eucalyptus Business Park is consistent with this policy.
LU-2.3: Hazardous Uses. We regulate the development of industrial and similar uses that use, store, produce, or transport toxic substances, air emissions, other pollutants, or hazardous materials.	**Consistent.** Building occupants within the Eucalyptus Business Park Specific Plan area are obligated to comply with all local and State requirements for using, storing, producing, or transporting toxic substances, air emissions, other pollutants, or hazardous materials.
LU-2.5: Regulation of Uses. We regulate the location, concentration, and operation of uses that have impacts on surrounding land uses.	**Consistent.** The Eucalyptus Business Park Specific Plan EIR evaluated the potential physical environmental impacts of the implementation of the Specific Plan on the surrounding community in accordance with CEQA. Refer to the Eucalyptus Business Park Specific Plan EIR for a detailed analysis of impacts to adjacent properties associated with the implementation of the Specific Plan.
LU-2.6: Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.	**Consistent.** Water, sewer, storm drain, and dry utility improvements will be located underground and out of view, with the exception of storm water inlets and channels that are required to be exposed at the surface. Roadway infrastructure improvements are designed to be landscaped with a combination of evergreen and deciduous trees – including flowering varieties – shrubs and groundcovers in an aesthetically-pleasing manner to establish the Specific Plan's design theme.
LU-2.8: Transitional Areas. We require development in transitional areas to protect the quality of life of current residents.	**Consistent.** The Eucalyptus Business Park Specific Plan area is primarily surrounded by agricultural uses, dairy operations, and existing and planned industrial warehouse uses. Nonetheless, the Specific Plan stipulates landscaping and building setbacks along all of the Specific Plan's perimeter streets that separate the Specific Plan area from adjacent properties. Trucks traveling to and from the Specific Plan area are required to utilize the City's approved truck routes, thereby minimizing exposure of nearby residents to truck-related impacts. Development within the Specific Plan area must adhere to the Design Guidelines in Chapter 6 of this Specific Plan, which will provide for a high-quality, attractive, and contemporary environment.
LU-2.9: Methane Gas Sites. We require sensitive land uses and new uses on former dairy farms or other methane-producing sites be designed to minimize health risks.	**Consistent.** If determined to be necessary, the Eucalyptus Business Park Specific Plan area will be required to implement the mitigation measures identified in the Eucalyptus Business Park Specific Plan EIR addressing soil remediation and building

The Ontario Plan Policy	Specific Plan Consistency
Land Use Element	
	venting requirements related to methane gas hazards. As such, this Specific Plan is consistent with this policy.
LU-4: Development that provides short-term value only when the opportunity to achieve our Vision can be preserved.	
LU-4.2: Interim Development. We allow development in urban, mixed use, and transit-oriented Place Types that is not immediately reflective of our ultimate Vision for the Place Type, provided it can be modified or replaced when circumstances are right to support development aligned with the Place Type Vision. We will not allow development that impedes, precludes, or compromises our ability to achieve our Vision.	Consistent. The central theme of the Ontario Vision is "A sustained, community-wide prosperity which continuously adds value and yields benefits." The open space-parkland area will introduce and sustain recreational amenities in the long term for use by City residents and visitors. The phased development of the business park land uses in the Eucalyptus Business Park Specific Plan area will attract new businesses, provide employment opportunities for residents, contribute the City's tax base, and construct circulation and utility infrastructure improvements that are critical to allow for the growth of the region. As such, the Specific Plan area will help the City achieve its Vision by continuously adding value, yielding benefits, and contributing to the prosperity of the City and the Inland Empire region.
LU-4.3: Infrastructure Timing. We require that the necessary infrastructure and services be in place prior to or concurrently with development.	Consistent. Chapter 7, *Implementation Plan*, of the Eucalyptus Business Park Specific Plan includes a development phasing plan that requires infrastructure needed to support the buildout of the Specific Plan to be adequately phased concurrently with development.
LU-5: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.	
LU-5.5: Airport Compatibility Planning for ONT. We create and maintain the Airport Land Use Compatibility Plan for ONT.	Consistent. The land uses provided by the Eucalyptus Business Park Specific Plan are consistent with the Airport Land Use Compatibility Plan (ALUCP) requirements for the Ontario International Airport. Furthermore, future development on the Specific Plan property would be required to comply with the development standards and design guidelines established in this Specific Plan, as well as the applicable requirements of the City of Ontario Development Code, which would preclude any potential inconsistencies with the Ontario International Airport ALUCP.
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	Consistent. The land uses provided by the Eucalyptus Business Park Specific Plan are consistent with the Airport Land Use Compatibility Plan (ALUCP) requirements for the Ontario International Airport and the provisions provided in the Chino Airport Overlay

The Ontario Plan Policy	Specific Plan Consistency
Land Use Element	
policies and criteria set forth within an Airport Land Use Compatibility Plan for any public-use airport.	District and Chino ALUCP. All proposed development will be reviewed by the City of Ontario staff in the Development Plan review process.
LU-5.8: Chino Airport. We will support the creation and implementation of the Airport Land Use Compatibility Plan for Chino Airport.	**Consistent.** The land uses provided by the Eucalyptus Business Park Specific Plan are consistent with the provisions provided in the Chino Airport Overlay District. Proposed development within the Specific Plan area will be reviewed by the City of Ontario Staff in the Site Plan review process.

Ontario Plan Policy	Specific Plan Consistency
Housing Element	
H-1: Stable neighborhoods of quality housing, ample community services and public facilities, well-maintained infrastructure, and public safety that foster a positive sense of identity.	
H-1.4: Historical Preservation. We support the preservation and enhancement of residential structures, properties, street designs, lot configurations, and other reminders of Ontario's past that are considered to be local historical or cultural resources.	**Consistent.** Refer to the Eucalyptus Business Park Specific Plan EIR for a detailed analysis of potential impacts to historical and cultural resources that would occur as a result of the implementation of the Specific Plan. If determined to be necessary, development projects within the Specific Plan area will be required to implement mitigation measures to reduce impacts to historical and cultural resources to the maximum extent feasible.

Ontario Plan Policy	Specific Plan Consistency
Parks and Recreation Element	
PR-1: A system of safe and accessible parks that meets the needs of the community.	
PR-1.9: Phased Development. We require parks be built in new communities before a significant proportion of residents move in.	**Consistent.** The Eucalyptus Business Park Specific Plan does not include the creation of new residential units, but includes 35.88 acres of the City's Grand Park. Chapter 7, *Implementation Plan*, of the Eucalyptus Business Park Specific Plan includes a development phasing plan that discusses the buildout of the Specific Plan which includes the both the Business Park and the Open Space – Parkland land uses.
PR-1.15: Trail Connectivity. We strengthen and improve equestrian, bike, and multipurpose trail connections within the City and work to improve trail connections into adjacent jurisdictions.	**Consistent.** The Eucalyptus Business Park Specific Plan includes multi-purpose trails along Eucalyptus Avenue, Campus Avenue, Grove Avenue, and Walker Avenue to encourage connectivity and circulation by employees, visitors, and the passerby by means not completely dependent on a motorized vehicle. The multi-purpose trail system provided by the Specific Plan area implements the multipurpose trail system

Ontario Plan Policy	Specific Plan Consistency
Parks and Recreation Element	
	shown in Exhibit M-3, Multipurpose Trails & Bikeway Corridor Plan, of The Policy Plan.

Ontario Plan Policy	Specific Plan Consistency
Environmental Resources Element	
ER-1: A reliable and cost-effective system that permits the City to manage its diverse water resources and needs.	
ER-1.3: Conservation and Sustainable Water Supply. We work with regional water providers and users to conserve water and ensure sustainable local water supplies as more frequent droughts reduce long term local and regional water availability	**Consistent.** The Eucalyptus Business Park Specific Plan incorporates a drought-tolerant plant palette and water-efficient irrigation system design to minimize the water demands of planned development. In addition, implementing development projects will be required to comply with the water-efficiency mandates of the California Green Building Standards Code, including the provision of water-efficient fixtures.
ER-1.4: Supply-Demand Balance. We require that available water supply and demands be balanced.	**Consistent.** The Eucalyptus Business Park Specific Plan EIR evaluates the potential impacts of the Specific Plan's implementation related to water supply based on the results of a project-specific water supply assessment. If deemed necessary by the EIR, development within the Specific Plan is required to implement mitigation measures to reduce significant impacts to the water supply to the maximum extent feasible.
ER-1.5: Water Resource Management. Environmental justice areas are prioritized as we coordinate with local agencies to protect water quality, prevent pollution, address existing contamination, and remediate contaminated surface water and groundwater.	**Consistent.** As discussed in the Eucalyptus Business Park Specific Plan EIR, implementation of the Specific Plan will not result in new, substantial sources of urban runoff, and also will not violate applicable stormwater quality requirements. Also, the Eucalyptus Business Park Specific Plan area includes permeable surfaces (e.g., open space-parkland, landscaped areas, water quality/infiltration basins) that would allow surface water to percolate and contribute to recharge of the aquifer.
ER-1.6: Urban Run-off Quantity. We encourage the use of low impact development strategies, including green infrastructure, to intercept run-off, slow the discharge rate, increase infiltration, and ultimately reduce discharge volumes to traditional storm drain systems.	**Consistent.** As discussed in the Eucalyptus Business Park Specific Plan EIR, implementation of the Specific Plan will not result in new, substantial sources of urban runoff, and also will not violate applicable stormwater quality requirements. Also, the Eucalyptus Business Park Specific Plan area includes permeable surfaces (e.g., open space-parkland, landscaped areas, water quality/infiltration basins) that would allow surface water to percolate and contribute to recharge of the aquifer.

Ontario Plan Policy	Specific Plan Consistency
Environmental Resources Element	
ER-1.7: Urban Run-off Quality. We require the control and management of urban run-off, consistent with Regional Water Quality Control Board regulations.	**Consistent.** As discussed in the Eucalyptus Business Park Specific Plan EIR, implementation of the Specific Plan will not result in new, substantial sources of urban runoff, and also will not violate applicable stormwater quality requirements. Also, the Eucalyptus Business Park Specific Plan area includes permeable surfaces (e.g., open space-parkland landscaped areas, water quality/infiltration basins) that would allow surface water to percolate and contribute to recharge of the aquifer.
ER-1.8: Wastewater Management. We require the management of wastewater discharge and collection consistent with waste discharge requirements adopted by the Regional Water Quality Control Board.	**Consistent.** All sewer conveyance infrastructure needed to serve the Eucalyptus Business Park Specific Plan area will be installed in accordance with City design standards. Accordingly, implementation of the Specific Plan will not violate any applicable waste discharge requirements as detailed in the Eucalyptus Business Park Specific Plan EIR.
ER-3: Cost-effective and reliable energy system sustained through a combination of low impact buildings, site and neighborhood energy conservation, and diverse sources of energy generation that collectively helps to minimize the region's carbon footprint.	
ER-3.3: Building and Site Design. We require new construction to incorporate energy efficient building and site design strategies, which could include appropriate solar orientation, maximum use of natural daylight, passive solar, and natural ventilation.	**Consistent.** The Eucalyptus Business Park Specific Plan's design guidelines encourage all new construction to utilize design features, fixtures, appliances, and heating and cooling controls to conserve energy and water. In addition, all development is required to comply with the California Green Building Standards Code (CalGreen Code).
ER-3.6: Generation- Renewable Sources. We promote the use of renewable energy sources (e.g., solar, wind, biomass) in public and private sector development.	**Consistent.** The Eucalyptus Business Park Specific Plan proposes a rooftop solar energy system which generates enough electricity to meet 45% of annual electricity demand.
ER-4: Improved indoor and outdoor air quality and reduced locally generated pollutant emissions.	
ER-4.1: Land Use. We reduce GHG and other local pollutant emissions through compact, mixed use, and transit-oriented development and development that improves the regional jobs-housing balance.	**Consistent.** The Eucalyptus Business Park Specific Plan area provides employment land uses in close proximity to major transportation corridors (Interstate 10, Interstate 15, State Route 60, State Route 83, State Route 71 and State Route 91) and near Bus Rapid Transit (BRT) Corridors along Ontario Ranch Road and Euclid Avenue. Therefore, the Specific Plan area provides local employment opportunities for residents and serves to improve the regional jobs-housing balance. Additionally, the Specific Plan area provides an integrated system of sidewalks, bikeways, and multi-purpose trails on internal and perimeter roadways to encourage non-vehicular modes of transportation. The Eucalyptus Business Park

Ontario Plan Policy	Specific Plan Consistency
Environmental Resources Element	
	Specific Plan area has the potential to reduce vehicle miles traveled, which would reduce tailpipe emissions – a major source of greenhouse gases (GHGs).
ER-4.3: Greenhouse Gases (GHG) Emissions Reductions. We will reduce GHG emissions in accordance with regional, state, and federal regulations.	**Consistent.** As described in the Eucalyptus Business Park Specific Plan EIR, the Specific Plan would be consistent with applicable regional, State, and federal regulations related to the reduction of GHG emissions and would not obstruct implementation of any GHG reduction plans/programs.
ER-4.8: Tree Planting. We protect healthy trees within the City and plant new trees to increase carbon sequestration and help the regional/local air quality. We expand the tree canopy in environmental justice areas to enhance air quality and reduce the "heat island" effect.	**Consistent.** The Specific Plan area is not within an environmental justice area, however, as part of the development of the Eucalyptus Business Park Specific Plan area, a substantial number of trees will be planted within the Specific Plan area, and in particular along roadway street frontages, near building entrances, and in passenger car parking lots. In addition, trees will be planted in the open space-parkland planning areas.
ER-5: Protected high value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.	
ER-5.1: Habitat Conservation Areas. We support the protection of biological resources through the establishment, restoration, and conservation of high-quality habitat areas.	**Consistent.** The Eucalyptus Business Plan Specific Plan area was historically used for agricultural uses, dairy farming, and a trucking operation. The Specific Plan EIR evaluates impacts to biological resources (including sensitive/protected habitats and species) as a result of the implementation of the Specific Plan and establishes mitigation measures required to reduce significant impacts to the maximum extent feasible.
ER-5.2: Entitlement and Permitting Process. We comply with state and federal regulations regarding protected species.	**Consistent.** The Eucalyptus Business Plan Specific Plan area was historically used for agricultural uses, dairy farming, and a trucking operation. The Specific Plan EIR evaluates impacts to biological resources (including sensitive/protected habitats and species) as a result of the implementation of the Specific Plan and establishes mitigation measures required to reduce significant impacts to the maximum extent feasible.
ER-5.3: Right to Farm. We support the right of existing farms to continue their operations within the Ontario Ranch.	**Consistent.** Implementation of the Eucalyptus Business Park Specific Plan would not preclude the continued operation of existing farms within the New Model Colony/Ontario Ranch for ten years, as shown in Table 5-1, *Permitted Uses*, of this Specific Plan. Furthermore, the Eucalyptus Business Park Specific Plan EIR evaluates impacts to surrounding land uses that could potentially occur as a result of the

Ontario Plan Policy	Specific Plan Consistency
Environmental Resources Element	
	implementation of the Eucalyptus Business Park Specific Plan and establishes mitigation measures required to reduce significant impacts to the maximum extent feasible.
ER-5.4: Transition of Farms. We protect both existing farms and sensitive uses around them as agricultural areas transition to urban uses.	**Consistent.** Implementation of the Eucalyptus Business Park Specific Plan would not preclude the continued operation of existing farms within the New Model Colony/Ontario Ranch for ten years, as shown in Table 5-1, *Permitted Uses*, of this Specific Plan. Furthermore, the Eucalyptus Business Park Specific Plan EIR evaluates impacts to surrounding land uses that could potentially occur as a result of the implementation of the Eucalyptus Business Park Specific Plan and establishes mitigation measures required to reduce significant impacts to the maximum extent feasible.

Ontario Plan Policy	Specific Plan Consistency
Community Economics Element	
CE-1: 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 job growth that reduces the regional economy's reliance on out-commuting.	**Consistent.** The Eucalyptus Business Park Specific Plan would provide over 137.90 acres of new employment-generating land uses in close driving distance to existing and planned residential land uses. The new job opportunities provided within the Specific Plan area will assist the City's efforts to promote job growth and improve the balance between jobs and housing within the City limits.
CE-1.12: Circulation. We continuously plan and improve public transit and non-vehicular circulation for the mobility of all, including those with limited or no access to private automobiles.	**Consistent.** BRT Corridors are located along Ontario Ranch Road and Euclid Avenue in close proximity to the Specific Plan. The Specific Plan would construct a bus turnout near the intersection of Grove Avenue and Eucalyptus Avenue in anticipation of future Omnitrans service. Additionally, the Specific Plan area provides Class II Bikeways along Walker Avenue and Campus Avenue. Additionally, sidewalks are provided along all streets within the Specific Plan area.
CE-2: 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.	**Consistent.** The Eucalyptus Business Park Specific Plan provides for the development of the Specific Plan property as a high-quality and contemporary business park. This Specific Plan's Design Guidelines establish criteria for architecture, lighting, signage, and landscape design to promote the development of an

Ontario Plan Policy	Specific Plan Consistency
Community Economics Element	
	attractive business park with timeless design features, for as an inviting place to work and conduct business. The adjacency of the park and integral retail development further enhances the attractiveness of the Specific Plan.
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.	**Consistent.** The Eucalyptus Business Park Specific Plan requires implementing development projects within the Specific Plan area 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 each project will create appropriately unique, functional and sustainable places. Furthermore, development projects in the Specific Plan area are required to be designed in accordance with the architectural and landscape design guidelines established in Chapter 6, *Design Guidelines*, of this Specific Plan, which will result in a unique, aesthetically attractive, and contemporary business park that will be highly competitive with similar developments in 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.	**Consistent.** Development projects in the Eucalyptus Business Park Specific Plan are required to be designed in accordance with the architectural and landscape design guidelines in Chapter 6, *Design Guidelines*, of this Specific Plan, which will result in a unique, aesthetically attractive, and contemporary business park that reflects high-quality architectural design.
CE-2.5: Private Maintenance. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.	**Consistent.** This Specific Plan defines the entities responsible for the maintenance of publicly and privately-owned improvements within the Specific Plan area, including roadways and utility infrastructure. Compliance with the maintenance responsibility matrix established in Chapter 7, *Implementation Plan*, will ensure that all improvements within the Specific Plan area are properly and consistently maintained.
CE-2.6: Public Maintenance. We require the establishment and operation of maintenance districts or other vehicles to fund the long-term operation and maintenance of the public realm whether on private land, in rights-of-way, or on publicly-owned property.	**Consistent.** This Specific Plan defines the entities responsible for the maintenance of publicly and privately-owned improvements within the Specific Plan area, including roadways and utility infrastructure. Compliance with the maintenance responsibility matrix established in Chapter 7, *Implementation Plan*, will ensure that all improvements

Ontario Plan Policy	Specific Plan Consistency
Community Economics Element	
	within the Specific Plan area are properly and consistently maintained.
CE-3: Decision-making deliberations that incorporate the full short-term and long-term economic and fiscal implications of proposed City Council actions.	
CE-3.2: General Plan Amendments. We require those proposing General Plan amendments to disclose reasonably foreseeable impacts through a fiscal analysis.	**Consistent.** A fiscal impact analysis will be prepared in support of the Eucalyptus Business Park Specific Plan. Refer to the Eucalyptus Business Park Specific Plan EIR for a detailed analysis of potential reasonably foreseeable fiscal effects associated with implementation of this Specific Plan.

Ontario Plan Policy	Specific Plan Consistency
Mobility Element	
M-1*: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.*	
Policy 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; and Promote the efficient flow of all modes of traffic through the implementation of intelligent transportation systems and travel demand management strategies.	**Consistent.** The Eucalyptus Business Park Specific Plan includes roadway improvements consistent with the City of Ontario Master Plan of Streets and Highways, as described in Chapter 4, *Infrastructure Plan*. Perimeter and internal streets will be constructed to City standards and are designed to accommodate vehicles, pedestrians, and bicyclists through the inclusion of sidewalks, Class II bike lanes, and multi-purpose trails. Roadway designs include parkways and landscaping to support circulation and enhance compatibility with adjacent land uses. Maintenance responsibilities are outlined in Chapter 7, *Implementation Plan*.
Policy M1-2: Mitigation of Impacts. We require development to mitigate its traffic impacts.	**Consistent.** The Eucalyptus Business Park Specific Plan is supported by a project-specific traffic impact analysis that identifies necessary mitigation measures to address traffic impacts. The implementation of these measures will be the responsibility of the developer(s) and will be carried out in accordance with City of Ontario standards and requirements.
Policy M1-4: Complete Streets.	**Consistent.** The Eucalyptus Business Park Specific Plan establishes a multimodal circulation network that

Ontario Plan Policy	Specific Plan Consistency
Mobility Element	
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.	includes sidewalks, Class II bike lanes, and multi-purpose trails along major roadways such as Campus Avenue, Eucalyptus Avenue, and Walker Avenue, as described in Chapter 4, *Infrastructure Plan*. The plan is designed to accommodate pedestrians, bicyclists, and vehicles through coordinated roadway and non-vehicular improvements. Design Guidelines in Chapter 6 address pedestrian connectivity and require consistent treatment of sidewalks, parkways, and landscape buffers to support safe and functional circulation throughout the Specific Plan area.
Policy M1-5: Level of Service. Maintain a peak hour Level of Service (LOS) E or better at all intersections. Maintain Level of Service D or better on arterial streets in the City. Develop and maintain a list of locations where LOS E or LOS F are considered acceptable and would be exempt from this level of service policy. Considerations for LOS exemption include being restricted by environmental constraints, lacking available right-of-way, deterring an increase in VMT, or degrading other modes of travel (such as bicycle or pedestrian infrastructure).	**Consistent.** The Eucalyptus Business Park Specific Plan is supported by a project-specific traffic impact analysis that identifies necessary mitigation measures to address traffic impacts, as referenced in Chapter 4, *Infrastructure Plan*. The Specific Plan includes planned improvements to perimeter and internal roadways in accordance with the City of Ontario Master Plan of Streets and Highways. Intersection improvements and roadway design will be subject to further analysis and review by the City to ensure compliance with applicable standards.
Policy M1-6: Reduced Vehicle Miles Traveled. We will strive to reduce VMT through a combination of land use, transportation projects, travel demand management strategies, and other trip reduction measures in coordination with development projects and public capital improvement projects.	**Consistent.** The Eucalyptus Business Park Specific Plan allows for business park and support commercial land uses with internal circulation systems, including sidewalks, bike lanes, and multi-purpose trails, to encourage non-vehicular travel. Also, the open space-parkland planning areas will provide recreational amenities and the retail component within the business park planning area will provide support services within walking and biking distance of the business park uses.
M-2: *A system of trails and corridors that facilitate and encourage active modes of transportation.*	
Policy M2-1: Active Transportation. We maintain our Active Transportation Master Plan to create a comprehensive system of on- and off-street bikeways and pedestrian facilities that are safe, comfortable, and accessible and connect residential areas, businesses, schools, parks, and other key destination points.	**Consistent.** The Eucalyptus Business Park Specific Plan includes the construction of Class II bike lanes along Campus Avenue, Eucalyptus Avenue, and Walker Avenue, as well as multi-purpose trails along Campus Avenue, Eucalyptus Avenue, Grove Avenue, and Walker Avenue, as detailed in Chapter 4, *Infrastructure Plan*. These facilities are integrated with a network of sidewalks throughout the Specific Plan

Ontario Plan Policy	Specific Plan Consistency
Mobility Element	
	area to support safe and accessible travel for pedestrians and bicyclists. The circulation improvements are designed to enhance connectivity within the Business Park and to adjacent areas, consistent with the City's active transportation goals.
Policy M2-2: Bicycle System. We provide off-street multipurpose trails and Class II bikeways as our primary paths of travel and use the Class III for connectivity in constrained circumstances. When truck routes and bicycle facilities share a right-of-way, we prefer Class I or Class IV bicycle facilities. We require new development to include bicycle facilities, such as bicycle parking and secure storage areas.	**Consistent.** The Eucalyptus Business Park Specific Plan includes Class II bikeways and multi-purpose trails throughout the circulation network to support bicycle travel. At final buildout, all development in the Specific Plan area will be required to comply with City of Ontario bicycle facility standards, including provisions for bike lanes, trails, and secure bicycle parking and storage.
Policy M2-3: Pedestrian Walkways. We require walkways that promote safe and convenient travel between residential areas, businesses, schools, parks, recreation areas, and other key destination points.	**Consistent.** The Eucalyptus Business Park Specific Plan includes sidewalks and multi-purpose trails along all major perimeter roadways, including Eucalyptus Avenue, Grove Avenue, Walker Avenue, and Campus Avenue, to ensure safe and convenient pedestrian access throughout the plan area. Internal private drive aisles and public streets will provide additional pedestrian connections between planned business park uses and open space areas. All pedestrian facilities will be constructed in accordance with City standards and designed to promote visibility and safety.
M-2.4 Network Opportunities. We use public rights-of-way and easements such as, utility easements, levees, drainage corridors, road rights-of-way, medians, and other potential options to maintain and expand our bicycle and pedestrian network. In urban, mixed- use, and transit-oriented Place Types, we encourage the use of underutilized public and private spaces to expand our public realm and improve pedestrian and bicycle connectivity. (Link to Community Design Element Urban, Mixed Use, and Transit-oriented Place Types Section)	**Consistent.** The Eucalyptus Business Park Specific Plan utilizes public rights-of-way to establish a connected bicycle and pedestrian network, including sidewalks and multi-purpose trails within the ROWs of Eucalyptus Avenue, Grove Avenue, Walker Avenue, Campus Avenue, and other major corridors. The plan incorporates parkways, landscape buffers, and trail corridors to expand the public realm and improve non-vehicular connectivity throughout the Specific Plan area in alignment with City goals.
Goal M-4: An efficient flow of goods through the City that maximizes economic benefits and minimizes negative impacts.	
Policy M4-1: Truck Routes.	**Consistent.** Truck access to and from the Eucalyptus Business Park Specific Plan area will utilize Grove

Ontario Plan Policy	Specific Plan Consistency
Mobility Element	
We designate and maintain a network of City truck routes that provide for the safe and efficient transport of goods while minimizing negative impacts on local circulation and noise-sensitive land uses, as shown on Exhibit M-04, Truck Routes. We will minimize conflicts on truck routes through the design and implementation of buffers between travel lanes and pedestrian and bicycle facilities on designated truck routes.	Avenue, Walker Avenue, Bon View Avenue, and Campus Avenue, with connections to designated truck routes at Eucalyptus Avenue. The circulation plan includes design elements such as landscape buffers and trail corridors along key frontages to help minimize potential conflicts between truck traffic and non-motorized users, consistent with City policies for safe and efficient goods movement.
Policy M4-4: Environmental Considerations. We support both local and regional efforts to reduce/eliminate the negative environmental impacts of goods movement through the planning and implementation of truck routing and the development of a plan to evaluate the future needs of clean fueling/recharging and electrified truck parking.	**Consistent.** The Eucalyptus Business Park Specific Plan supports regional goods movement through planned improvements to major roadway within Eucalyptus Avenue, which are identified as truck routes in Chapter 4, *Infrastructure Plan*. The Specific Plan incorporates circulation and site planning strategies that accommodate truck access and loading while minimizing conflicts with non-vehicular travel. These improvements provide a framework that can support future environmental initiatives related to sustainable goods movement.

Ontario Plan Policy	Specific Plan Consistency
Community Design Benefit	
CD-1: A dynamic, progressive city containing distinct neighborhoods and commercial districts that foster a positive sense of identity and belonging among residents, visitors, and businesses.	
Policy CD1-3: Existing Neighborhoods. We require the existing character of viable residential and non-residential neighborhoods be preserved, protected and enhanced.	**Consistent.** The Eucalyptus Business Park Specific Plan is designed to preserve and protect the character of surrounding neighborhoods by incorporating a thoughtful land use plan, site design, and buffer treatments. Landscape setbacks and open space parkland are located along perimeter roadways to provide a visual and physical buffer between Business Park uses and adjacent properties. Building orientation, screening walls, and enhanced landscaping will be used to minimize visual and operational impacts on neighboring land uses. Design guidelines in Chapter 6 and development standards in Chapter 5 ensure that lighting is directed away from adjacent areas and that loading and service areas are screened from public view, thereby reducing potential edge effects and maintaining compatibility with the surrounding community.

Ontario Plan Policy	Specific Plan Consistency
Community Design Benefit	
Policy CD1-4: Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting. The extent of enhancement should be appropriate to the use, type, and context of each corridor.	**Consistent.** The Eucalyptus Business Park Specific Plan enhances major transportation corridors through a cohesive streetscape design that includes landscaping, parkways, and multi-purpose trails along Eucalyptus Avenue, Grove Avenue, Walker Avenue, and Campus Avenue. These improvements include a combination of canopy trees, shrubs, and groundcover to frame the corridor edges and provide visual continuity. The plan also provides Class II bike lanes and an internal pedestrian network to promote safe, multimodal travel. Entry monuments, consistent signage, and corner treatments are integrated into the streetscape to reinforce the design character of the Business Park and create a welcoming environment for employees and visitors. Design Guidelines in Chapter 6 further establish architectural and landscape elements appropriate to the context of each corridor.
Policy 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.	**Consistent.** The Eucalyptus Business Park Specific Plan does not include any design features that would obstruct views along major north-south corridors such as Campus Avenue, Grove Avenue, Bon View Avenue, and Walker Avenue. As outlined in Chapter 6, *Design Guidelines*, and Chapter 4, *Infrastructure Plan*, landscaping—including street trees and parkways—will be installed along these corridors as part of roadway improvements. These enhancements will be implemented concurrently with development to create a cohesive streetscape while maintaining an open visual character consistent with City policies.
CD-2: A high level of design quality resulting in public spaces, streetscapes, and developments that are attractive, safe, functional and distinct.	
Policy CD2-1: **Quality Architecture.** We encourage all development projects to convey visual interest and character through: • Building volume, massing, and height to provide appropriate scale and proportion; • A true architectural style which is carried out in plan, section and elevation through all aspects of the building and site design and appropriate for its setting; and	**Consistent.** Future development within the Eucalyptus Business Park will be guided by the Specific Plan's Design Guidelines (Chapter 6), which promote high-quality architectural design through appropriate building massing, scale, and articulation. The guidelines require a unified architectural theme and consistent application of materials, colors, and detailing across all visible building elevations. While the Specific Plan does not prescribe specific materials, it emphasizes the use of durable and visually appealing finishes appropriate to a modern business park setting. These standards ensure that new development contributes positively to the City's visual character.

Ontario Plan Policy	Specific Plan Consistency
Community Design Benefit	
Exterior building materials that are visually interesting, high quality, durable, and appropriate for the architectural style.	
Policy 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.	**Consistent.** As part of implementation of the Eucalyptus Business Park Specific Plan, improvements will be made to existing public streets including Eucalyptus Avenue, Grove Avenue, Walker Avenue, Bon View Avenue, and Campus Avenue, as outlined in Chapter 4, *Infrastructure Plan*. Planned improvements include the addition of sidewalks, Class II bike lanes, and multi-purpose trails to support safe and efficient travel for pedestrians, bicyclists, and vehicles. Landscaped parkways with trees and other plantings will be provided along all major roadways to enhance the visual character of the street network and reinforce the Specific Plan's design framework as described in Chapter 6, *Design Guidelines*. These enhancements are intended to improve connectivity and promote a cohesive streetscape identity throughout the plan area.
Policy 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.	**Consistent.** The Eucalyptus Business Park Specific Plan supports sustainable development principles through its location near regional transportation corridors and within close driving distance of existing residential neighborhoods. The land use plan promotes a mix of employment-generating uses intended to serve both the local and regional workforce, aligning with smart growth objectives. As described in Chapter 6, *Design Guidelines*, the landscaping strategy emphasizes the use of drought-tolerant plant species appropriate for the Inland Southern California climate, with an emphasis on low water use and long-term maintenance efficiency. These measures, combined with coordinated site planning and infrastructure improvements, contribute to reduced resource demand and enhanced environmental performance across the Specific Plan area.
Policy 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	**Consistent.** The Eucalyptus Business Park Specific Plan serves as the framework for implementing development projects in the Specific Plan area, and includes design specifications for sidewalks, building entrances, and lighting.

Ontario Plan Policy	Specific Plan Consistency
Community Design Benefit	
visibility and accessibility, and use of lighting.	
Policy CD2-9: Landscape Design. We encourage durable landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.	**Consistent.** The landscape concept for the Eucalyptus Business Park incorporates the use of attractive, durable landscaping materials, and an irrigation system designed to keep plant materials in good health while conserving water. Landscaping will be provided throughout the Eucalyptus Business Park, including along roadways, within passenger car parking lots, at monuments/entries, within common open space areas, and adjacent to buildings.
Policy CD2-10: Parking Areas. We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include: 1. Surface parking: Shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field. 2. Structured parking: facade articulation, screening, appropriate lighting, and landscaping. 3. Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.	**Consistent.** The Eucalyptus Business Park Specific Plan does not include any residential uses. Surface parking lots, truck courts, and loading areas will be designed in accordance with the City's Development Code and the Specific Plan's Design Guidelines (Chapter 6), which require the incorporation of landscaping, screening, and clearly defined pedestrian pathways and drive aisles. Additionally, each building's surface parking area will be designed to treat urban runoff through the respective site's storm drain design.
Policy 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.	**Consistent.** The Eucalyptus Business Park includes guidelines for building entry treatments, primary and secondary corner treatments, and tenant monument treatments to identify the development and distinguish individual planning areas, in conformance with the intent of Policy CD2-11. The entry treatments, corner treatments, and tenant monuments which are illustrated in Chapter 6, *Design Guidelines*, incorporate landscaping and enhanced signage to provide attractive and distinctive visual statements.
Policy CD2-12: Site and Building Signage.	**Consistent.** The Design Guidelines for the Eucalyptus Business Park (refer to Chapter 6 of this Specific Plan)

Ontario Plan Policy	Specific Plan Consistency
Community Design Benefit	
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.	include signage guidelines to ensure that future development will construct clear, concise, easy-to-read signs that reflect and complement the Specific Plan's design theme, provide for safe and efficient circulation of vehicle traffic, and facilitate pedestrian travel. Signs will be of high-quality and the use of distracting sign elements, such as flashing lights or moving parts, is prohibited. Additionally, a sign program will be provided along with the Specific Plan to further provide design standard for signs within the Specific Plan area.
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.	
Policy 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.	**Consistent.** The Eucalyptus Business Park Specific Plan promotes a comfortable, human-scale public realm through the coordinated design of its streetscapes, sidewalks, and multi-purpose trails, as described in Chapter 4, *Infrastructure Plan,* and Chapter 6, *Design Guidelines*. Sidewalks and trails are integrated throughout the plan area to enhance pedestrian and bicycle connectivity, while landscaped parkways and consistent setbacks create a visually appealing and walkable environment. These improvements are designed to provide safe, accessible, and aesthetically cohesive connections to the citywide transportation network. Additionally, the Open Space – Parkland planning areas will provide both passive and active open space use for visitors, employees, and surrounding residents of the Specific Plan area.
Policy 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.	**Consistent.** The Eucalyptus Business Park Specific Plan provides a coordinated and interconnected circulation network for vehicles, bicycles, and pedestrians, as illustrated in Chapter 4, *Infrastructure Plan*, and Chapter 6, *Design Guidelines*. Public roadways and private drive aisles will include sidewalks, Class II bike lanes, and multi-purpose trails to ensure internal mobility and connectivity to surrounding areas. Improvements along major corridors such as Eucalyptus Avenue, Grove Avenue, Campus Avenue, and Walker Avenue support access to regional transit and commercial destinations. All future development will be required to comply with City standards for sight visibility, safety, and

Ontario Plan Policy	Specific Plan Consistency
Community Design Benefit	
	landscape placement to ensure a comfortable and secure travel experience for all users.
Policy CD 3.4: Context-Aware and Appropriate Design We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.	**Consistent.** The Eucalyptus Business Park Specific Plan establishes building and site design standards that ensure compatibility with surrounding development and land uses, as detailed in Chapters 5, *Development Regulations* and 6, *Design Guidelines*. The plan incorporates landscaped setbacks, internal circulation buffers, and screening treatments along perimeter roadways to create appropriate transitions between the Business Park and adjacent uses. Building height, massing, and orientation are designed to respect the scale of surrounding development and minimize potential land use conflicts, supporting a context-sensitive and visually cohesive environment.
Policy CD 3.5: Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).	**Consistent.** While the Eucalyptus Business Park Specific Plan is focused on employment, business park, and open space uses rather than retail or residential development, it incorporates design elements that support active and engaging frontages along key pedestrian corridors. As described in Chapter 6, *Design Guidelines*, primary building entrances are oriented toward public streets or internal circulation routes, with pedestrian connections provided from sidewalks and trails. Landscaping, lighting, and pathway design contribute to a safe and comfortable pedestrian experience, reinforcing the plan's intent to create a cohesive and visually appealing business park environment.
Policy 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.	**Consistent.** The Eucalyptus Business Park Specific Plan supports coordinated infrastructure planning to achieve the intended character and functionality of a modern business park. As outlined in Chapter 4, *Infrastructure Plan*, the project includes shared infrastructure improvements such as integrated roadway systems, stormwater facilities, and utility corridors designed to serve multiple parcels efficiently. The Specific Plan also promotes sustainable practices through the use of drought-tolerant landscaping and multi-purpose trails within public rights-of-way, contributing to a cohesive, functional, and environmentally responsible development pattern.
Goal CD-5: A sustained level of maintenance and improvement of properties, buildings and infrastructure that protects the property values and encourages additional public and private investments.	

Ontario Plan Policy	Specific Plan Consistency
Community Design Benefit	
Policy 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.	**Consistent.** The Eucalyptus Business Park Specific Plan defines the responsible parties for maintaining both public and private improvements, including roadways, utilities, landscaping, and pedestrian infrastructure, as outlined in Chapter 7, *Implementation Plan*. A maintenance responsibility matrix is included to ensure long-term upkeep of all improvements, including trails and easements, in accordance with City standards. This framework ensures that all development within the Specific Plan area will be properly and consistently maintained.
Policy CD5-2: Maintenance of Infrastructure. We require the continual maintenance of infrastructure.	**Consistent.** The Eucalyptus Business Park Specific Plan defines the responsible parties for maintaining both public and private improvements, including roadways, utilities, landscaping, and pedestrian infrastructure, as outlined in Chapter 7, *Implementation Plan*. A maintenance responsibility matrix is included to ensure long-term upkeep of all improvements, including trails and easements, in accordance with City standards. This framework ensures that all development within the Specific Plan area will be properly and consistently maintained.

LAND DEVELOPMENT DIVISION CONDITIONS OF APPROVAL

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

Date Prepared: 5/15/2026

File No: PSP24-003

Related Files: N/A

Project Description: A public hearing to consider the Eucalyptus Business Park Specific Plan (File No. PSP24-003) to establish the land use districts, development standards, design guidelines, infrastructure improvements, etc., for the potential development of 2,939,000 square feet of business park development, 10,000 square feet of commercial development and approximately 37-acres of open space/recreation on approximately 189 acres of land for property generally located along the northeast corner of Campus Avenue and Eucalyptus Avenue, within the SP (Specific Plan) and AG (Agricultural Overlay) zoning districts. The environmental impacts of this project were reviewed in conjunction with The Ontario Plan (TOP) 2050 Policy Plan Amendment (File No. PGPA25-002), for which a Supplemental Environmental Impact Report (State Clearinghouse No. 2025110102) was prepared. This application introduces no new significant environmental impacts. The proposed project is located within the Airport Influence Area of Ontario International Airport and was evaluated and found to be consistent with the policies and criteria of the Ontario International Airport Land Use Compatibility Plan. The project site is also located within the Airport Influence area of Chino Airport and was evaluated and found to be consistent with the policies and criteria of the Chino Airport Land Use Compatibility Plan; (APNs:1053-531-01, 1053-531-02, 1053-531-03, 1053-531-04, 1053-541-01, 1053-541-02, 1053-551-01, 1053-371-01, 1053-371-02, 1053-581-03, 1053-581-04, 0216-321-01, 0216-321-02, 0216-321-06, 0216-321-07, 0216-322-01, 0216-322-02, 0216-322-10) **submitted by Ontario Ranch Venture II, LLC. (c/o Sares Regis Group).**

Prepared By: Luis E. Batres, Senior Planner
Phone: 909.395.2431 (direct)
Email: Lbatres@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 45 days following City Council approval of the Specific Plan/Specific Plan Amendment:

(a) Two copies of the final approved Specific Plan document, bounded.

(b) One complete, unbound copy of the final approved Specific Plan document.

(c) One USB drive, or download link, containing a complete Microsoft Word, or editable, copy of the final approved 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.

2.3 Mics.

(a) Approval of this Specific Plan is subject to the City Council approving File No. PGPA25-002, The Ontario Plan (TOP) 2050 Policy Plan Amendment.

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Utilities Prepared By: Dennis Mejia Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Courtney Jones, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: **A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING A MITIGATED NEGATIVE DECLARATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND ADOPTING A RELATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT, AND APPROVING THE PROJECT; AWARD CONSTRUCTION CONTRACT TO ALL CITIES ENGINEERING, INC., A PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA GROUP, INC., AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH AKM CONSULTING ENGINEERS, INC., AND SMITH-EMERY LABORATORIES, INC., FOR THE EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Conduct a Public hearing on the Mitigated Negative Declaration in accordance with the California Environmental Quality Act and adopting a Related Mitigation Monitoring and Reporting Program for the Euclid Avenue Recycled Water System Project, and Approving the Project.
B. Consider and adopt a Resolution approving a Mitigated Negative Declaration in accordance with the California Environmental Quality Act and adopting a Related Mitigation Monitoring and Reporting Program for the Euclid Avenue Recycled Water System Project, and Approving the Project.
C. Approve the plans and specifications and award Contract No. UT1072 to All Cities Engineering, Inc., of Riverside, California, for the construction of the Euclid Avenue Recycled Water System Project, in the amount of $11,778,501 plus a 15% contingency of $1,766,775, for a total not-to-exceed amount of $13,545,276, a term of 450 calendar days after issuance of notice to proceed, and authorize the City Manager, or his designee, to execute all documents required for the completion of the project including, but not limited to agreements, assessments, easements, lot line adjustments, reduction of retention accounts, contracts and contract amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities to the project.
D. Approve and authorize the City Manager, or his designee, to execute a Professional Services

Agreement for construction engineering services with Ardurra Group, Inc., of Newport Beach, California, for a total not-to-exceed amount of $936,902 and a term from July 7, 2026 to December 31, 2029.

E. Approve and authorize the City Manager, or his designee, to execute Amendment No. 3 to the On-Call Construction Management and Inspection Agreement with AKM Consulting Engineers, Inc., of Irvine, California, increasing the Agreement amount by $622,422 for a new total revised not-to-exceed amount of $2,875,952 and a term from June 4, 2024 through June 4, 2029.
F. Approve and authorize the City Manager, or his designee, to execute Amendment No. 3 to the On-Call Geotechnical and Material Testing Services Agreement with Smith-Emery Laboratories, Inc., of Los Angeles, California, increasing the Agreement amount by $124,095 for a new total revised not-to-exceed amount of $584,260 and a term from May 2, 2023 through May 2, 2028.
G. Reject the bid protest from Norstar Plumbing & Engineering, Inc., against All Cities Engineering, Inc., and Big Ben Engineering as without merit.

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

FISCAL IMPACT: The recommended Contract award to All Cities Engineering, Inc., is for $11,778,501 plus a 15% contingency of $1,766,775, for a total not-to-exceed amount of $13,545,276. Proposed Professional Services Agreement with Ardurra Group, Inc., is for a total not-to-exceed amount of $936,902. Proposed Amendment No. 3 to AKM Consulting Engineers, Inc., increases the agreement by $622,422, for a new total revised not-to-exceed amount of $2,875,952. Proposed Amendment No. 3 to Smith-Emery Laboratories, Inc., increases the agreement by $124,095, for a new total revised not-to-exceed amount of $584,260. The total cost for the recommended action is $15,228,695.

If approved, additional appropriations will be included in the Water Capital fund at a future Quarterly Budget Update Report to City Council. There is no impact on the General Fund.

In 2023, the City was awarded $10 million in grant funding through the State Water Resources Control Board (SWRCB) Division of Financial Assistance through the California General Fund (AB-179) for the Euclid Avenue Recycled Water Project. Qualifying grant related expenses will be reimbursed through the State on a regular basis.

BACKGROUND & ANALYSIS: The City's adopted 2020 Urban Water Management Plan (UWMP) identifies expansion of the recycled water system as a key strategy to reduce reliance on imported potable water and maintain a long-term sustainable supply. The City currently relies on imported water to irrigate and maintain portions of its infrastructure; transitioning to recycled water will reduce this dependence and provide a more drought-resilient supply. The Recycled Water Master Plan includes a Capital Improvement Program (CIP) to expand service to parks and other facilities

and to enhance the system for irrigation and approved industrial uses. Consistent with priorities established in the UWMP, CIP, and Recycled Water Master Plan, the UT1072 Euclid Avenue Recycled Water System Project will expand recycled water service within the Euclid Avenue corridor and extend service along Riverside Drive to support irrigation demands in these areas.

The project consists of installation of recycled water mains at multiple locations, including Euclid Avenue between Holt Boulevard and 4th Street with short branches along F Street, Flora Street, B Street, C Street, and E Street, as well as Riverside Drive between Euclid Avenue and Vineyard Avenue. Improvements include approximately 3,200 linear feet of 8-inch PVC recycled water main along Flora Street, Vine Avenue, and F Street; 5,200 linear feet of 8-inch PVC along Euclid Avenue; 500 linear feet of 8-inch PVC along B, C, and E Streets; and approximately 11,200 linear feet of 24-inch cement mortar lined and coated welded steel pipe along Riverside Drive (Exhibit “A”). The work will also include pavement repair and street restoration.

On March 17, 2026, fourteen (14) bids were received for the UT1072 Euclid Avenue Recycled Water System Project through the City’s electronic bid management system in response to Bid No. 1978. The bids ranged from a low bid amount of $11,778,501 to a high bid amount of $19,015,900. The lowest four (4) bids are summarized below.

Bidder	Location	Amount
All Cities Engineering, Inc.	Riverside, CA	$11,778,501
Big Ben Engineering	Irvine, CA	$12,316,322
Norstar Plumbing & Engineering, Inc.	Alta Loma, CA	$12,392,682
T.E. Roberts	Irvine, CA	$14,006,617

On March 30, 2026, the City received a formal bid protest from the third-lowest bidder, Norstar Plumbing & Engineering Inc., alleging that the bids submitted by All Cities Engineering, Inc., and Big Ben Engineering were non-responsive due to non-compliance with California public works contracting requirements. On April 16, 2026, the City issued a written determination denying the protest. In its evaluation, the issue raised pertained to the bidder’s responsibility, which refers to the bidder’s trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. Staff concluded that All Cities Engineering, Inc., demonstrated these attributes and denied the protest as to the balance as moot.

City denial of the bid protest accompanies this report (Exhibit “B”). After it was issued, the protester filed with the City a document characterized as an “appeal”, which also accompanies this report (Exhibit “C”). The “appeal” is improper, because the provision of the Municipal Code it attempts to cite (section 1-4.01 et seq of the Municipal Code) is limited to administrative decisions rather than legislative actions such as contract awards (Cf. Mike Moore's 24-Hour Towing v. City of San Diego (1996) 45 Cal.App.4th 1294, 1303 (contract awards and acts leading up are legislative subject to traditional mandamus), Code of Civil Procedure section 1085 (traditional, legislative mandamus), and Code of Civil Procedure section 1094.5 (administrative mandate), but is addressed below. The protest invites the City to reject the two lowest bids and award its author a contract for an additional approximately $500,000 in taxpayer funds.

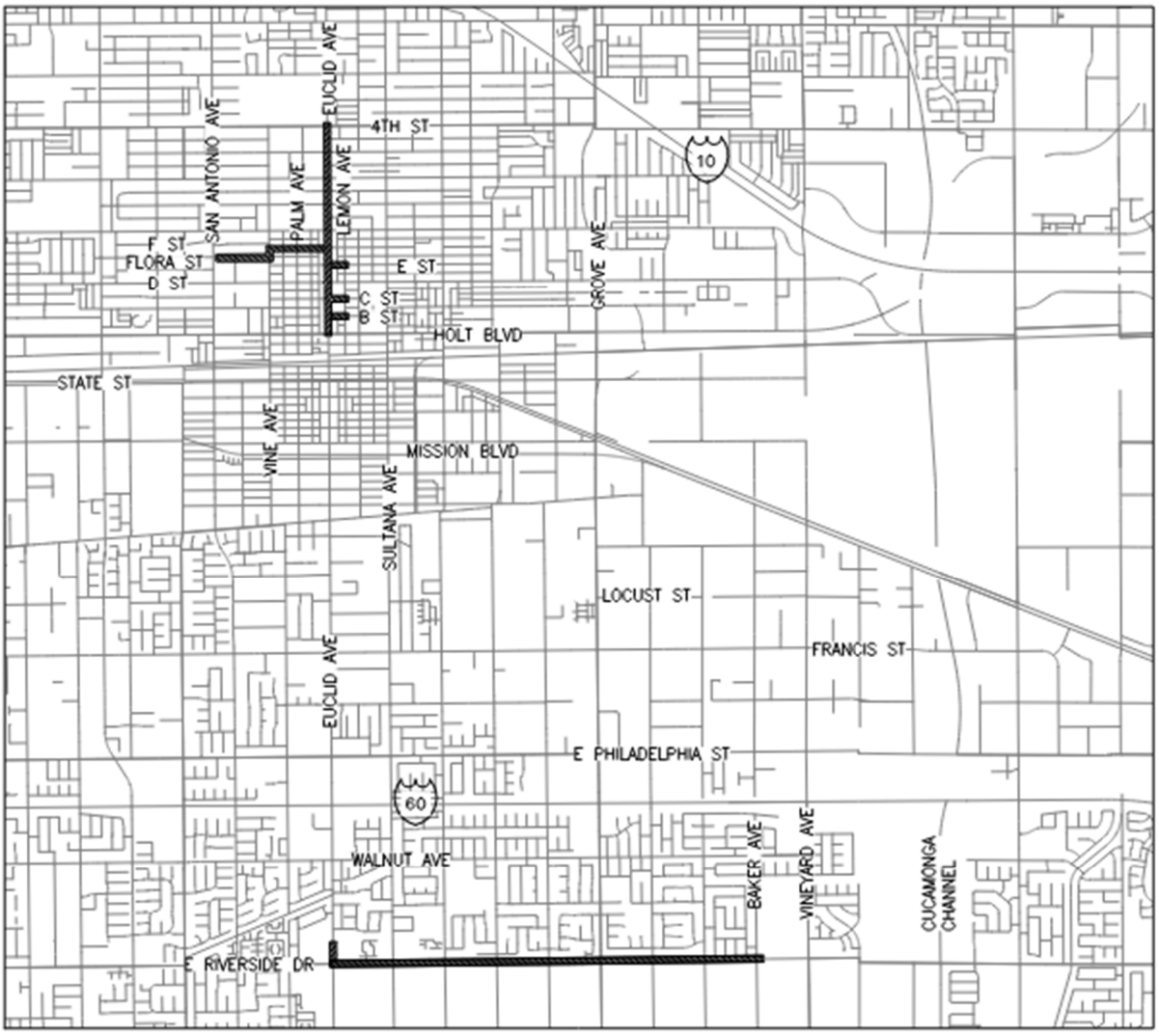
The appeal lacks legal or factual merit. It is undisputed that each subcontractor actually has an active registration with the Department of Industrial Relations. It is undisputed that the bidder and each subcontractor actually have an active certification with the California Air Resources Board. It is undisputed that the bidder actually has the licensure necessary to self-perform welding work, which includes a general engineering or general building license. The protester's arguments that the bid be rejected despite that lacks merit because such issues are responsibility determinations rather than responsiveness determinations as a matter of constitutional due process law (City of Inglewood-L.A. County Civic Center Auth. v. Superior Court (1972) 7 Cal.3d 861; Great West Contractors, Inc. v. Irvine Unified School Dist. (2010) 187 Cal. App. 4th 1425; D.H. Williams Construction, Inc. v. Clovis Unified School Dist. (2007) 146 Cal.App.4th 757), and therefore can, and indeed must, be determined by considering evidence not appearing on the face of the bid. (Great West Contractors, Inc. v. Irvine Unified School Dist. (2010) 187 Cal. App. 4th 1425). Even if this were not the case, the result would be the same under responsiveness, because whether government records reflect licensure is subject to legislative notice as much as it is subject to judicial notice. (Murphy v. People of State of California (1912) 225 U.S. 623, 629; Azevedo v. Jordan (1965) 237 Cal.App.2d 521, 528) ;Cf. Evidence Code section 452).

Staff reviewed the apparent lowest bid and determined that All Cities Engineering, Inc., met the requirements for recommendation as the lowest responsive and responsible bidder.

Support services will be required during construction of the Euclid Avenue Recycled Water System Project. Ardurra Group, Inc., will provide construction engineering services as they are the Engineer of Record for the Project and have developed the project plans and specifications. AKM Consulting Engineers, Inc., will provide construction management and inspection services. The City first contracted with AKM Consulting Engineers, Inc., on June 4, 2024, after an extensive Request for Proposal selection process for on-call project management and inspection services. Smith-Emery Laboratories Inc. will provide geotechnical and material testing services. The City first contracted with Smith-Emery Laboratories, Inc., on May 2, 2023, after an extensive Request for Qualification selection process for on-call geotechnical and material testing services.

ENVIRONMENTAL REVIEW: 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. On the basis of the initial study, which indicated that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of no significance, a Mitigated Negative Declaration was prepared pursuant to CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines. Furthermore, to ensure that the mitigation measures are implemented, a Mitigation Monitoring and Reporting Program has been prepared for the Project pursuant to CEQA Guidelines Section 15097, which specifies responsible agencies/departments, monitoring frequency, timing, and method of verification and possible sanctions for non-compliance with mitigation measures. The mitigation measures are separated into nine categories: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, and Transportation/Traffic. Implementation of the proposed project will require compliance with the mitigation measures.

EXHIBIT A



LOCATION MAP
NTS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AS AMENDED, ADOPTING A RELATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT AND APPROVING THE PROJECT

WHEREAS, prior to the adoption of this Resolution, a Mitigated Negative Declaration(herein after referred to as the “MND”) for Euclid Avenue Recycled Water System Project was prepared and circulated, all in accordance with the requirements of the California Environmental Quality Act of 1970, together with state and local guidelines implementing said Act, all as amended to date (collectively referred to as "CEQA"); and

WHEREAS, the Euclid Recycled Water System Project (“Project”) analyzed under the MND will implement a recycled water system as a means of reducing reliance on imported potable water sources and maintaining a long-term sustainable water supply.

WHEREAS, the MND concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce each of those significant effects to a less-than-significant level; and

WHEREAS, in connection with the approval of a project involving the preparation of a MND that identifies one or more significant environmental effects, CEQA requires the approving authority of the lead agency to incorporate feasible mitigation measures that would reduce those significant environmental effects to a less-than-significant level; and

WHEREAS, whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program to ensure compliance with the mitigation measures during project implementation, and such a Mitigation Monitoring and Reporting Program has been prepared for the Project for consideration by the approving authority of the City of Ontario as lead agency for the Project (hereinafter referred to as the "MMRP"); 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 award, construct, and otherwise undertake the Project; and

WHEREAS, the City Council has reviewed and considered the MND and related MMRP for the Project, and intends to take actions on the Project in compliance with CEQA and state and local guidelines implementing CEQA; and

WHEREAS, the MND and related MMRP for the Project are on file in the City of Ontario City Hall, located at 303 E. B Street, Ontario, CA 91764, are available for inspection by any interested person at that location and are, by this reference, incorporated into this Resolution as if fully set forth herein.

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

SECTION 1: ***Environmental Determination and Findings.*** As the lead agency for the Project, the City Council has reviewed and considered the information contained in the MND and the administrative record for the Project, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

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

(2) The MND contains a complete and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment of the City Council; and

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

(4) All environmental impacts of the Project are either insignificant or can be mitigated to a less-than-significant level via implementation of the mitigation measures recommended in the MND and documented in the related MMRP.

SECTION 2: ***City Council Action.*** The City Council does hereby find that based upon the entire record of proceedings before it, and all information received, that there is no substantial evidence that the Project will have a significant effect on the environment and does hereby approve and adopt the MND and related MMRP prepared for the Project, attached hereto as "Attachment A," and incorporated herein by this reference, and directs staff to post and file a Notice of Determination with the County Clerk and the Office of Land Use & Climate Innovation.

SECTION 3: ***Approval***: The City Council does hereby approve the Project.

SECTION 4: ***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 E. B Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 5: ***Certification to Adoption.*** The City Clerk shall certify to the adoption of the Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of July 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 July 7, 2026 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2026- duly passed and adopted by the Ontario City Council at their regular meeting held July 7, 2026.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

ATTACHMENT A:

Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

(Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program follows this page)



DRAFT INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION
EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT
ONTARIO, CALIFORNIA

JUNE 2, 2025

PREPARED FOR:

ONTARIO MUNICIPAL UTILITIES COMPANY

1425 SOUTH BON VIEW AVENUE, ONTARIO, CA 91761

CITY OF ONTARIO SOUTHERN CALIFORNIA

PREPARED BY:

ARDURRA GROUP

ARDURRA

INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION

Draft

For the proposed:

EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT

ONTARIO, CALIFORNIA

JUNE 2, 2025

PREPARED FOR:

ONTARIO MUNICIPAL UTILITIES COMPANY

1425 S. Bon View Avenue

Ontario, CA 91761

909-395-2676

PREPARED BY:

ARDURRA GROUP

3737 Birch Street, Suite 250

Newport Beach, CA 96220

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APPENDIX A: Air Quality and Greenhouse Gas Impact Study/Energy (Ganddini 2024)
APPENDIX B: Biological Resources (ELMT 2024)
APPENDIX C: Tree Survey and Arborist Report (CalPacific 2024)
APPENDIX D: Cultural/Archaeological/Tribal/ Paleontological Resources Report (BCR Consulting 2024)
APPENDIX E: Soils and Geotechnical (NOVA Service 2024)
APPENDIX F: Noise Technical Memo (Ganddini 2024)

ABBREVITATIONS

AGS	Above Ground Surface
APN	Assessor's Parcel Number
ARB	California Air Resources Board
AAQS	Ambient Air Quality Standards
BMP	Best Management Practice
CalEEMod	California Emissions Estimator Model
CalEPA	California Environmental Protection Agency
CalFIRE	California Department of Forestry and Fire Protection
CalGREEN	California Green Building Standards Code
CalTrans	California Department of Transportation
CDF	Character Defining Features
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CLG	Certified Local Government
CESA	California Endangered Species Act
CNDDB	California Natural Diversity Data Base
CNEL	Community Noise Equivalent Level
CRHR	California Register of Historical Resources
CO	Carbon Monoxide
CO_2e	Carbon Dioxide Equivalent
CWA	Clean Water Act
CRHR	California Register of Historical Resources
CRZ	Critical Root Zone
dB	Decibel
dBA or dB(A)	Decibel "A-Weighted"
dBA Leq	Average Noise Level over a Period of Time
DTLA	Downtown Los Angeles
DTSC	California Department of Toxic Substances Control
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
ESA	Endangered Species Act (federal)
EOC	Emergency Operations Center
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GAMAQI	Guide for Assessing and Mitigating Air Quality Impacts
GHG	Greenhouse Gas
GPM	Gallons per minute
HPTMP	Historic Property Treatment and Management Plan
IS/MND	Initial Study/ Mitigated Negative Declaration
Ldn	Day-Night Average Sound Level
LID	Low Impact Development
LHMP	Local Hazard Mitigation Plan
LOS	Level of Service
MGD	Million gallons per day
MLD	Most Likely Descendent
MM	Mitigation Measures
MOU	Memorandum of Understanding
MS4	Municipal Separate Storm Sewer System
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NHPA	National Historic Preservation Act
NOx	Nitrogen Oxides
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
OPR	California Governor's Office of Planning and Research
PM2.5	Particulate Matter 2.5 micrometers or less in diameter
PRC	Public Resources Code
PRZ/TPA	Protected Root Zone/Tree Protection Zone
ROG	Reactive Organic Gases
ROW	Right-of-Way
RTP	Regional Transportation Plan
RWQCB	Regional Water Quality Control Board
RWDS	Recycled Water Distribution System Project
SLF	Sacred Lands File Search
SC	Standard Conditions
SHPO	State Historic Preservation Officer
SOIS	Secretary of Interior's Standards
SR	State Route
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	Toxic Air Contaminant
USFWS	U.S. Fish and Wildlife Service
UST	Underground Storage Tank
VMT	Vehicle Miles Traveled

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INTRODUCTION

INTENDED USE OF THIS DOCUMENT

This is an Initial Study/Mitigated Negative Declaration (IS/MND) that has been written to provide objective analysis and full disclosure on the level of impacts from implementation of the Euclid Avenue Recycled Water System Project, hereafter referred to as the "current Project" and "Project." The Project is proposed to implement portions of the previously approved Recycled Water Distribution System (RWDS) project that was originally approved by the City of Ontario in 2016 (SCH# 2016081019). This report is intended to be utilized as an informational report on environmental impacts and compliance with the California Environmental Quality Act (CEQA); it is intended for use during the discretionary approval process for the current Project; therefore, environmental analysis in this IS/MND and other information in the City's administrative record will be considered for Project approval or denial. This document is written in compliance with the City of Ontario's Local CEQA Guidelines, CEQA Statue (Public Resources Code 21000-21189), and CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387). The City of Ontario Municipal Utilities Company (OMUC) is the Lead Agency responsible for CEQA compliance for the Project and is hereafter referred to as both the "City" and "Ontario".

This document provides analysis and conclusions regarding environmental changes from the Project, according to the 90 Percent Design Plans and Specifications, Tree Removal Plan, and Landscape Replacement Plan, and the Mitigation Monitoring and Reporting Program (MMRP) for the Project. Information from technical studies that were prepared for the Project on Air Quality, Greenhouse Gases, Energy, Noise, Cultural Resources, Biological Resources, and an Arborist Report and Tree Survey have been incorporated into this document. Information from previous environmental studies prepared by the City of Ontario for the General Plan (The Ontario Plan) and EIR, Water Master Plan, and the IS/MND for the Ontario RWDS project are also incorporated into his document.

The City's compliance with AB 52, formal Tribal Consultation for the Project, began on November 5, 2024, and concluded on November 14, 2024; formal Tribal Consultation under AB 52 is complete. The City received written correspondence from the Yuhaaviatam of San Manuel Nation (YSMN) on November 14, 2024. YSMN is formerly the San Manuel Band of Mission Indians and has requested Project mitigation requiring that the Tribe be notified of buried resources if found during construction. The Tribe's request is incorporated in this document within Tribal Cultural Resources, Section 18 of this ISMND, in Appendix D, and in the MMRP Mitigation Measures **MM CUL-01 through CUL-04**.

The extension of the recycled water system is considered a Project under CEQA and the City's Local CEQA Guidelines because it requires discretionary approval and permits and has the potential to result in significant impacts without mitigation. The Project does not meet the definition of an exemption under the City's Local CEQA Guidelines or CEQA Statute and Guidelines (Public Resources Code 21000-21189 and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387). The use of an IS/MND requires 30-day circulation for public review and comment on the Project. This IS/MND has been circulated for 30-day public review beginning on June 2, 2025, and ending on July 2, 2025, in compliance with CEQA.

Stakeholder input was received and incorporated into the IS/MND from formal AB 52 Tribal Consultation between Ontario and local Tribes from the Native American Heritage Commission (NAHC) List. Input from state and local Trustee and Responsible Agencies, as defined in CEQA, and from other interested parties

received during the 30-day public review period for CEQA will be incorporated and used to finalize this IS/MND for the Project.

CEQA REQUIREMENTS FOR A MITIGATED NEGATIVE DECLARATION

The foundation of the IS/MND is the Environmental Checklist - Form F referenced in the Local CEQA Guidelines and in Section 15063 (d) (3) of the State CEQA Guidelines. The responses to the Checklist questions about the proposed Project, found in "Explanation of Issues," indicate less than significant environmental impacts with the implementation of the MMRP for the Project. Ontario has determined that an IS/MND is the appropriate level of review for CEQA compliance, and an EIR is not needed.

The Project will extend the existing recycled water system to irrigate portions of the Euclid Avenue Parkways, other existing public open space and parks near the south and west city limits. The Project design has been modified to avoid significant impacts to the greatest extent feasible. The Project is consistent with The Ontario Plan, Capital Improvement Program (CIP), and Water Master Plan (WMP) (SCH# 2021070364; ONT 2022); therefore, the Project will not result in cumulative or growth inducing impacts. Over the Long-term, the Project will be operated and maintained in accordance with Ontario's Municipal Code. Potentially significant temporary construction impacts will be reduced to less than significant levels with implementation of Best Management Practices (BMP), Ontario's Standard Conditions (SC), and Mitigation Measures (MM) listed in the MMRP for the Project; the MMRP identifies timing, responsible parties and activities that will reduce Project impacts to less than significant levels. The MMRP for the Project includes mitigation measures from the previously certified RWDS IS/MND (see ***Table 2: RWDS CERTIFIED IS/MND (SCH# 2016081019) PREVIOUS MITIGATION MEASURES.*** The MMRP will be implemented with the Project; as a result, this IS/MND indicates Project consistency with the Local CEQA Guidelines and CEQA Guidelines §15070, that an MND is appropriate when:

a. The Project Initial Study identifies potentially significant effects, but: revisions to the Project plan were made that would avoid, or reduce the effects to a point where clearly no significant effects would occur, and
b. There is no substantial evidence that the Project, as revised, may have a significant effect on the environment.

PREVIOUS APPROVALS RELATED TO THE PROJECT

The Project will implement Ontario's goals for sustainable use of potable water that have been identified in The Ontario Plan, GP EIR, and WMP by improving recycled water infrastructure for landscape irrigation; it will construct portions of the previously approved RWDS project along Euclid Avenue and E. Riverside Drive and will improve recycled water distribution within the Ontario Downtown District, Euclid Avenue Historic Property, and Euclid Avenue Historic District located along portions of Euclid Avenue between 4th Street and E. Riverside Avenue, within Ontario's Downtown and Civic Center, and north of E. Riverside Avenue near the southern and western city limits.

City of Ontario Water Master Plan, The Ontario Plan, and General Plan EIR

Ontario's approved WMP, The Ontario Plan, and GP EIR identify policies in support of phased construction of a recycled water system to reduce use of potable water for irrigation. These policies promote delivery of recycled water supplied by Inland Empire Utilities Agency throughout Ontario's Plan Area for landscape irrigation of public open space to reduce Ontario's reliance potable water.

Euclid Avenue Historic Property Treatment and Management Plan (HPTMP)

The northern part of the Project is referred to as the "Northern Portion" within the boundaries of the Caltrans relinquishment of State Route (SR) SR-83. Caltrans relinquished Euclid Avenue to the City of

Ontario between the Interstate 10 (I-10) Freeway to Merrill Avenue; This action was completed in April 2024. This requires Ontario's commitment to preserve portions of Euclid Avenue as a Historic Property in a manner that is aligned with the Secretary of Interior's Standards (SOIS) for the Treatment of Historic Properties Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings and the National Historic Preservation Act (NHPA). SOIS requirements apply to Euclid Avenue ROW and are established as requirements for ongoing maintenance to protect the Character-Defining Features (CDF) of Euclid Avenue. CDF protection must be consistent with the NHPA, Section 106 and a Memorandum of Understanding (MOU) between Caltrans and the State Historic Preservation Officer (SHPO) for Euclid Avenue ROW. Examples of protected resources include historic-era structures, trees, and infrastructure that are related to and part of the original Euclid Avenue design.

Ontario is a Certified Local Government (CLG); as such, the City is responsible under the Ontario Municipal Code to protect historic resources within city limits. As a CLG, Ontario is required to maintain and protect CDF for Euclid Avenue. CDF for Euclid Avenue have been defined and inventoried by Caltrans, the City, and stakeholders during the process of HPTMP approval and the Euclid Avenue relinquishment. The HPTMP functions as a protective covenant/agreement to protect Euclid Avenue as a historical resource in the future and to supplement the requirements of Ontario's Historic Preservation Ordinance as it specifically relates to Euclid Avenue ROW. Within the Northern Portion of the Project, Euclid Avenue is listed as a historical resource on the National Register of Historic Places (NRHP). It was also automatically placed on California Register of Historical Resources (CRHR) and is subject to protection under Ontario's Historic Preservation Ordinance.

City of Ontario's Approved Recycled Water Distribution System (RWDS)

Ontario's RWDS Project was originally certified for CEQA compliance with IS/MND, SCH# 2016081019; (ONT 2016). RWDS proposed to improve the recycled water system and to fulfill Ontario's GP goals and policies for state-mandated conservation under standards from the State Water Board's emergency conservation regulations. RWDS proposed recycled water pipeline improvements along two primary distribution pipelines: Euclid Avenue; and E. Riverside Drive; this project included a booster pump station. The current Project proposes recycled water pipeline along Euclid Avenue and E. Riverside Drive and will extend new recycled water mains from these two primary distribution corridors within city streets of the Euclid Avenue Historic District (to the west and east of Euclid Avenue and north of E. Holt Boulevard); conversion of some existing water mains within this area for recycled water as well as modification and connection to existing irrigation systems is proposed. Some proposed alignments with the current Project were not previously considered with the approved RWDS. See ***Table 1 Previously Approved Recycled Water Distribution System, Figure 7: Recycled Water Distribution Project Proposed Phases and Components and Table 2: RWDS Certified IS/MND Mitigation Measures;*** All mitigation measures from the RWDS IS/MND (SCH# 2016081019) with footnotes describing applicability to the Project are listed in Table 2.

TABLE 1: PREVIOUSLY APPROVED RECYCLED WATER DISTRIBUTION SYSTEM

Original Phases	Route Description	Description	Proposed Project Consistency
Proposed Euclid Avenue Alignment			
Phase I- Connection Points	Euclid Avenue	Three Alternatives. **Alternative 1**- Just north of 4th Street **Alternative 2**- Just south of 5th Street – portions of the abandoned 12" main have been removed or capped, this location will require the installation of a new 12" steel sleeve connecting the median areas across 5th Street.	A portion of the Project is consistent with Alternative 1. This is the proposed northerly Project connection to the IEUA existing recycled water main at

Original Phases	Route Description	Description	Proposed Project Consistency
		Alternative 3- Just north of 6th Street – portions of the abandoned 12" main have been removed or capped, this location will require the installation of a new 12" steel sleeve connecting the median areas across 6th Street	the 4th Street and Euclid Avenue.
Phase IIA- Recycled Water Transmission Main	**Euclid Avenue** Riverside to "D" Street	**Two Alternatives.** **Alternative 1**- NB side of Euclid, in the lane closest to the median **Alternative 2**- Center median of Euclid Avenue, connection to landscape irrigation within median will be provided via laterals	A portion of the Project is consistent with Alternative 1 & 2.
Phase IIB- Laterals Off Booster Station and Service Laterals	**Francis Street** Euclid Avenue to Bon View Avenue	**No Alternatives due to existing land use.** *1050 pressure zone pipeline*: 2 feet to 2.5 feet south of the street centerline *1220 pressure zone pipeline*: north of the street centerline due to limited space on the side of the street	Not part of the Proposed Project.
	Bon View Avenue Francis Street to Philadelphia Street	**Two Alternatives.** **Alternative 1**- NB side of Bon View Avenue, lane closest to the median **Alternative 2**- 25-feet west of the street centerline beginning at the intersection of Francis and Bon View Avenue, continues south approx. 250-ft, the pipeline shifts 20-ft east of the street centerline just north of Grevillea Court to leave room for the future 36-inch storm drain	Not part of the Proposed Project.
	Philadelphia Street Bon View Avenue to Baker Avenue	**No Alternatives due to existing land use.** Proposed between existing 30-inch sewer and existing 12-inch sewer; approx. 800-ft of pipeline is proposed 27-ft north of the street center line, between Cucamonga Ave and Grove Ave, due to conflict with existing 36-inch sewer line	Not part of the Proposed Project.
	Walnut Street Euclid Avenue to Campus Avenue	**No Alternatives due to existing land use.** 14-feet north of the street centerline, which lines up with the proposed recycled water pipeline at Euclid Avenue	Not part of the Proposed Project.
	Campus Avenue Centennial Park to Philadelphia Street	**No Alternatives due to existing land use.** 10-feet west of the street centerline	Not part of the Proposed Project.
	Philadelphia Street Campus Avenue to Bon View Avenue	**No Alternatives due to existing land use.** 6-feet north of the street centerline, between existing 36-inch sewer and 12-inch waterline	Not part of the Proposed Project.
Phase IIC- Booster Pump Station	**Booster Station**	**Four Alternatives.** **1-** South Bon View Avenue (North of South Bon View Park) **2A**- East Francis Street (West of E Francis Street and S Bon View Avenue Intersection) **2B**- East Francis Street (East of E Francis Street and S Bon View Avenue Intersection) **3**- South Bon View Avenue (Vacant Lot)	Not part of the Proposed Project.
Phase IIIA- Service Laterals	**Francis Street** Oaks Avenue to Euclid Avenue	**No Alternatives due to existing land use.** Approx. 2-feet south of the street centerline	Not part of the Proposed Project.
	Oaks Avenue Homer Briggs Park to Francis Street	**No Alternatives due to existing land use.**	Not part of the Proposed Project.

Original Phases	Route Description	Description	Proposed Project Consistency
	Cypress Avenue Francis Street to Philadelphia Street	**No Alternatives due to existing land use.**	Not part of the Proposed Project.
	Philadelphia Street Cypress Avenue to Ontario Christian High School	**No Alternatives due to existing land use.** EB side of Philadelphia Street, in the lane closest to the centerline	Not part of the Proposed Project.
Phase IIIB-Service Laterals	**"D" Street** Euclid Avenue to James Bryant Park	**No Alternatives due to existing land use.**	Not a part of the Proposed Project.
	Mission Boulevard Cypress Avenue to Bon View Avenue	**No Alternatives due to existing land use.**	Not a part of the Proposed Project
Proposed Riverside Dr. Alignment			
Phase I	**Riverside Drive** Archibald Ave. to Mill Creek Ave.	**No Alternatives due to existing land use.** 1.5 miles of 12-inch to 16-inch diameter recycled water pipeline	Not part of the Proposed Project.
	Hermosa Avenue Creekside Park to East Riverside Dr.	**No Alternatives due to existing land use.**	Not part of the Proposed Project.
	Haven Avenue Creekside Dr. to East Riverside Drive	**No Alternatives due to existing land use.**	Not part of the Proposed Project.
Phase II	**Deer Creek Loop** Antelope Way to East Elsinore Way	**No Alternatives due to existing land use.**	Not part of the Proposed Project.
	Creekside Drive Deer Creek Loop to Lytle Creek Loop	**No Alternatives due to existing land use.**	Not part of the Proposed Project.
	Lytle Creek Loop Creekside Drive to Eagle Creek Place	**No Alternatives due to existing land use.**	Not part of the Proposed Project.
	Mill Creek Avenue Lytle Creek Loop to East Riverside Dr.	**No Alternatives due to existing land use.**	Not part of the Proposed Project.
	Lytle Creek Loop Mill Creek to Stone Creek Way	**No Alternatives due to existing land use.**	Not part of the Proposed Project.

Source: City of Ontario Recycled Water Distribution System Project, Initial Study/ Mitigated Negative Declaration, 2016

TABLE 2: RWDS CERTIFIED IS/MND (SCH# 2016081019) PREVIOUS MITIGATION MEASURES

Aesthetics Previously Approved Mitigation Measures [1]
PREV MM I-01: Trench Lines**- Trench Lines shall avoid the TPZ to the greatest extent feasible. (See MMRP AES-02, E).
PREV MM I-02: Root Cutting** - When root cutting occurs, exposed major roots (greater than 2 inches in diameter or within 5 feet of the trunk) shall not be ripped by construction equipment. Instead, they shall be cut cleanly, if possible, back to a lateral branching root. Cuts shall be clean and made at right angles to the roots. (MMRP AES-02, F).
PREV MM I-03: Certified Arborist**- A Certified Arborist shall be present if more than 33% of the root zone is impacted or roots greater than 2 inches or within 5 feet of the trunk will be cut, to ensure tree stability and health. (MMRP AES-01).
PREV MM I-04: Post-grading Procedures**- Absorbent tarp or heavy cloth fabric shall cover new grade cuts and be overlain by compost or woodchip mulch. (MMRP AES-05).
PREV MM I-05: Root Zone Protection during Construction**- Construction precautions, such as steel traffic plates and fencing, shall be employed to protect sensitive root zones from undue soil compaction. Staging shall be limited to areas outside of TPZ's without specific authorization from the City. (MMRP AES-10, AES-02, AES-03, and AES-04)
PREV MM I-06: Post Construction Grades**- Natural or preconstruction grade shall be maintained within the TPZ. (MMRP AES-02, G, VII).
PREV MM I-07: Pruning**- Pruning for clearance, if needed, shall be done to prevent damaging branches with large equipment. All above ground pruning shall be in accordance with the Tree Pruning Guidelines (International Society of Arboriculture) and/or the ANSI A300 Pruning Standard (American National Standard for Tree Care Operations) and adhere to the most recent edition of ANSI Z133.1. (MMRP AES-02, G).
PREV MM I-08: Pruning Cuts**- Pruning cuts or damaged bark shall be cut clean to heal. No tree seal or paint shall be used after pruning. (MMRP AES-02, H).
PREV MM I-09: Construction within the TPZ**- Where work is proposed to occur within the vicinity of the TPZ, trees shall be identified and preserved with protective fencing to within a 10-foot radius of the trunk. Protective fencing shall be installed prior to any earthwork and remain until all work is complete, or until adjacent construction activity no longer threatens tree health. Fencing shall be three to four feet in height and installed at the outermost edge of the 10-foot radius, whichever is greater. The temporary fencing shall be chain link fencing or other City approved durable material (e.g. snow fencing). Signs stating "Tree Protection Zone – Keep Out" shall be posted on the fence. (MMRP AES-2, A and L).
PREV MM I-10: Irrigation**- The TPZ shall be irrigated according to the current City irrigation regime to avoid additional stress on the trees. (MMRP AES-2, K).
PREV MM I-11: Tree Replacement [During Construction]*- While no tree removal is proposed, if death to any landscape tree occurs as a result of construction related activities, the replacement of said tree shall occur within a timely manner, or immediately upon notification by the City, as prescribed by Division 6.10 of the City's Development Code. The damage or removal of Heritage Tree protected pursuant to the City's Development Code, or encroachment into a TPZ, shall require an evaluation by the City-approved certified arborist as to the resulting condition, prescribed treatment to repair the damage, replace trees if removed, and monetary value of the tree if removed or damaged beyond repair. (MMRP AES-05).
PREV MM I-12: Heritage Trees**- Healthy Heritage Trees that are approved for removal shall be replaced with new trees and shall be shown on required Landscape and Irrigation Construction Documentation Plans. Replacement trees shall have a total trunk diameter (caliper) equal to tree(s) removed, or as deemed appropriate by the Approving Authority based on the lot size and available planting space. The monetary value of Heritage Trees protected pursuant to this Division, which are removed, shall be based upon the "Guide for Plant Appraisal," which is available from the International Society of Arboriculture. Appraisals shall be performed by a City-approved professional plant appraiser or certified arborist skilled in tree appraisals. (MMRP AES-05).

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PREV MM I-13: Maintenance and Monitoring of Replacement Trees**- The maintenance and monitoring period for replacement trees will be for a minimum of three years. Maintenance activities include hand weed removal around the installed trees, repair of cages, irrigation repairs, monitoring to ensure adequate moisture to trees and proper functioning of irrigation system and timers, as well as replacement planting if necessary. Maintenance and monitoring will include weed removal, which will be routinely removed from a three-foot radius around each installed replacement tree to ensure that the tree does not become overcrowded by weeds. Weeds may be removed by carefully applying herbicide under no wind conditions to prevent overspray; they also can be removed by hand removal if done so carefully to avoid impacts to the tree roots. Weed whacking should be avoided. (MMRP AES-05).

PREV MM I-14: Replacement of Dead Trees [During Post Construction Monitoring]**- Any replacement trees that die during the three-year maintenance period shall be replaced in kind using the same methods outlined in mitigation measures I-12 and I-13. If replacement trees die and are replaced, the replaced tree shall be maintained for three years from the point of installation. Staff from the City or an approved monitor shall inspect the replacement trees at the end of three years to determine if the trees are established. The City shall determine if any of the trees are dead or need additional maintenance. (MMRP AES-05, C).

PREV MM I-15: Lighting-***A facilities lighting plan shall be prepared and shall demonstrate that glare from operating and safety night lights that may create light and glare affecting adjacent occupied property are sufficiently shielded to prevent light and glare from spilling into occupied structures. This plan shall specifically indicate that the lighting doesn't exceed 1.0 lumen at the nearest residence to any lighting site within the Project footprint. This plan shall be implemented by the City to minimize light or glare intrusion onto adjacent properties. (MMRP AES-07).

Air Quality Previously Approved Mitigation Measures[1]

PREV MM III-1: Fugitive Dust Control**- The following measures shall be incorporated into Project plans and specifications for implementation (MMRP AQ-01):

- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
- The contractor shall ensure that all disturbed areas within the Project are watered with complete coverage of disturbed areas at least two times a day, preferably in the mid-morning, afternoon, and after work is done for the day. Additional watering can be applied if fugitive dust is observed leaving the Project site.
- The contractor shall ensure that traffic speeds on the Project site are reduced to 10 miles per hour or less.
- Plans, specifications and contract documents shall direct that a sign must be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.
- During grading activity, all construction equipment greater than 150 horsepower shall be CARB Tier 3 Certified.
- Only Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High-Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used when reservoirs are painted, if painted onsite.
- Install and maintain track out control devices in effective condition at all access points where paved and unpaved access or travel routes intersect (e.g., Install wheel shakers, wheel washers, and limit site access.
- All roadways, driveways, sidewalks, etc., shall be completed as soon as possible. In addition, reservoir pads shall be installed as soon as possible after grading, unless seeding or soil binders are used in travel areas.
- When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
- All streets shall be swept at least one a day using SCAQMD Rule 1186 certified street sweepers if visible soil materials are carried to adjacent streets.
- The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite.
- Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.

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- Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered as necessary to minimize fugitive dust.
- Use electric construction equipment where technically feasible, i.e., a competent electronic version of the equipment is commercially available.

PREV MM III-2: Exhaust Emissions Control** -
(MMRP AQ-02)

- Utilize well-tuned off-road construction equipment.
- Establish a preference for contractors using Tier 3-rated or better heavy equipment.
- Enforce 5-minute idling limits for both on-road trucks and off-road equipment.

Biology[1]

PREV MM III-01: Burrowing Owl [and nests]*- The following measures shall be implemented if the Alternative 3 site is selected for the pump station:

- Since burrowing owl has occupied a site already exposed to high activity, a sound wall shall be established between the construction area and the burrow location if the owl is present. Otherwise, construction shall be conducted after the nesting season (March 15 through September 15) unless the nest is abandoned earlier. After the nest is abandoned, it can be closed and a relocation burrow constructed in the general vicinity. The closure shall be accomplished in accordance with the California Department of Fish and Wildlife burrowing owl protocols. (BIO-01).

Cultural Resources Previously Approved Mitigation Measures[1]

PREV MM V-1 *** - The profile of the proposed new facilities at the Euclid Avenue booster station should be minimized as much as possible through the size reduction and/or co-location with existing facilities (if feasible), enhanced landscaping, and the application of a non-reflective, muted color scheme that blends with the surrounding environment. Landscaping remedies may include the use of strategically placed trees, shrubbery, climbing vines, and similar foliage to reduce the visual impact. (MMRP AES-07).

PREV MM V-02- Gabrieleno Band of Mission Indians- Kizh Nation**- Prior to issuance of a grading permit or ground disturbance, the Project applicant shall contact the Gabrieleno Band of Mission Indians-Kizh Nation and provide the tribe with written notification of the Project's ground-disturbing activities and provide the tribe an opportunity to have a tribal monitor on-site during these activities, if required. A copy of the written notification shall be provided to the Ontario Municipal Utilities Department (OMUC) prior to the issuance of the first grading permit and ground disturbance. (MMRP TCR-03)

PREV MM V-03**- All above grade related equipment shall be screened from public view by any combination of non-reflective paint to match surrounding area, collocation on existing light fixtures or poles, and/or through a stealth design. (MMRP AES-07).

PREV MM V-04: Curbs along Euclid Avenue**- The surviving segments of stone-and-concrete curbs along Euclid Avenue should be protected against inadvertent disturbance during the construction activities. If inadvertent disturbance appears likely at any location, they should be removed and stored in such a manner that they can be restored to their original condition after work has concluded in that area. (MMRP CUL-05).

PREV MM IV-05: Cultural Resources**- Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City of Ontario onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for

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appropriate mitigation measures within the guidelines of the California Environmental Quality Act. (MMRP CUL-01, CUL-02, CUL-04).

PREV MM V-06: Irrigation along Euclid Avenue*- The design, layout, and installation/modifications of the irrigation system in the Euclid Avenue median should be carefully crafted to reduce the likelihood of any impact to "Heritage Trees" in accordance with guidelines outlined the Initial Study/Mitigated Negative Declaration for the City of Ontario Recycled Water Distribution System Project. (MMRP AES-02).

Geology and Soils Previously Approved Mitigation Measures[1]

PREV MM VI-01: Uniform Building Code and California Building Code**- The structural design and construction of new structures will, at a minimum, be in accordance with the requirements of the most recent Uniform Building Code (UBC) and California Building Code (CBC) including the latest supplements for Groundshaking Zone 4 as described in the 2001 California Building Code Vol. 28 and all other applicable City, County, State and Federal laws, regulations and guidelines. (MMRP GEO-01).

PREV MM VI-02: Performance Standards**- Future construction shall be designed in accordance with results in order to meet the following performance standard for Risk Class I & II, e.g., public facilities, as identified below:

Risk Class I & II, Structures Critically Needed after Disaster: Structures which are critically needed after a disaster include important utility centers, fire stations, police stations, emergency communication facilities, hospitals, and critical transportation elements such as bridges and overpasses and smaller dams. Acceptable Damage: Minor non-structural; the facility should remain operational and safe or be suitable for quick restoration of service. (MMRP GEO-02).

PREV MM VI-03: Stored Backfill**- Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sandbags shall be used to capture and hold eroded material on the Project site for future cleanup. (MMRP GEO-03)

PREV MM VI-04: Excavated Areas**- Excavated areas shall be properly backfilled and compacted. Paved areas disturbed by this Project will be repaved in such a manner that roadways and other disturbed areas are returned to as near the pre-Project condition as is feasible. (MMRP GEO-04).

PREV MM VI-05: Disturbed Soils**- All exposed, disturbed soil (trenches, stored backfill, etc.) will be sprayed with water or soil binders twice a day or more frequently if fugitive dust is observed migrating from the site within which the water facilities are being installed. (MMRP GEO-05)

PREV VI-06: Open Trench**- The length of trench, which can be left open at any given time, will be limited to that needed to reasonably perform construction activities. This will serve to reduce the amount of backfill stored onsite at any given time. (MMRP GEO-06).

Hazards and Hazardous Materials Previously Approved Mitigation Measures[1]

PREV MM VIII-01: Petroleum Spills or Leaks**- All spills or leakage of petroleum products during construction activities will be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. The contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the Project development. (MMRP HAZ-01 and HAZ-02).

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Hydrology and Water Quality Previously Approved Mitigation Measures[1]

PREV MM IX-01: Storm Water Pollution Prevention Plan BMPs**- The City shall require that the construction contractor prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) which specifies Best Management Practices (BMPs) that will prevent all construction pollutants from contacting stormwater and with the intent of keeping all products of erosion from moving offsite into receiving waters. The SWPPP shall include a Spill Prevention and Cleanup Plan that identifies the methods of containing, cleanup, transport and proper disposal of hazardous chemicals or materials released during construction activities that are compatible with applicable laws and regulations. BMPs to be implemented in the SWPPP may include but not be limited to:

- The use of silt fences.
- The use of temporary stormwater desilting or retention basins.
- The use of water bars to reduce the velocity of stormwater runoff.
- The use of wheel washers on construction equipment leaving the site.
- The washing of silt from public roads at the access point to the site to prevent the tracking of silt and other pollutants from the site onto public roads.
- The storage of excavated material shall be kept to the minimum necessary to efficiently perform the construction activities required. Excavated or stockpiled material shall not be stored in water courses or other areas subject to the flow of surface water; and
- Where feasible, stockpiled materials shall be covered with waterproof material during rain events to control erosion of soil from the stockpiles.

(MMRP HYDRO-01 and HYDRO-02)

Noise Previously Approved Mitigation Measures[1]

PREV MM XII-01: Noise Reducing Barriers**- The City shall use noise reducing barriers and other devices to reduce exterior noise levels at the nearest sensitive receptor to 60 CNEL or less during the night-time construction hours and 65 CNEL or less during the daytime construction hours. (MMRP NOI-01, 2).

PREV MM XII-02: Construction Hours**- No construction activities shall occur during the hours of 6 pm through 7 am, Monday through Saturday and at no time shall construction activities occur on Sundays or holidays, unless required by CalTrans permit, or a declared emergency exists. (MMRP NOI-01, 1).

PREV MM XII-03: Noise Compliant Response Program**- The City shall establish a noise complaint response program and shall respond to any noise complaints received for this Project by measuring noise levels at the affected receptor site. If the noise level exceeds an Ldn of 60 dBA exterior or an Ldn of 45 dBA interior at the receptor, the applicant will implement adequate measures (which may include portable sound attenuation walls, use of quieter equipment, shift of construction schedule to avoid the presence of sensitive receptors, etc.) to reduce noise levels to the greatest extent feasible. (MMRP NOI-01, 8)

PREV MM XII-04: Construction Equipment**- The City will require that all construction equipment be operated with mandated noise control equipment (mufflers or silencers). Enforcement will be accomplished by random field inspections by applicant personnel during construction activities. (MMRP NOI-01, 3 and 4)

PREV MM XII-05: Equipment Shut Off**- Equipment not in use for five minutes shall be shut off.(MMRP NOI-01, 4)

PREV MM XII-06: Secured Equipment Loads**- Equipment shall be maintained and operated such that loads are secured from rattling or banging. (MMRP NOI-01, 5).

PREV MM XII-07: Electric-powered Equipment**- Where available, electric-powered equipment shall be used rather than diesel equipment and hydraulic-powered equipment shall be used instead of pneumatic power. (MMRP NOI-01, 6).

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PREV MM XII-08: Construction Employee Training**- Construction employees shall be trained in the proper operation and use of equipment consistent with these mitigation measures, including no unnecessary revving of equipment. (MMRP NOI-01, 9).

PREV MM XII-09: Radios**- No radios or other sound equipment shall be used at the Project Site unless required for emergency response by the contractor. (MMRP NOI-01, 7).

PREV MM XII-10: Public Notice**- Public notice shall be given prior to initiating construction. This notice shall be provided to all property owners/residents within 300 feet of the Project site and shall be provided to property owners/residents at least one week prior to initiating construction. The notice shall identify the dates of construction and the name and phone number of a construction supervisor (contact person) in case of complaints. One contact person shall be assigned to the Project. The public notice shall encourage the adjacent residents to contact the supervisor in the case of a complaint. Residents would be informed if there is a change in the construction schedule. The supervisor shall be available 24/7 throughout construction by mobile phone. If a complaint is received, the contact person shall take all feasible steps to remove the sound source causing the complaint. (MMRP NOI-01, 8)

PREV MM XII-11: Booster Pump Stations***-The booster pump stations shall have noise levels attenuated to 50 dBA CNEL at the nearest sensitive noise receptor location.

Transportation Previously Approved Mitigation Measures[1]

PREV MM XVI-01: Traffic Management**- A construction contractor will provide adequate traffic management resources, as determined by the City of Ontario. The City shall require a construction traffic management plan for work in public roads that complies with the Work Area Traffic Control Handbook, or other applicable standard, to provide adequate traffic control and safety during excavation activities. The traffic management plan shall be prepared and approved by the City prior to initiation of excavation or pipeline construction. At a minimum this plan shall include how to minimize the amount of time spent on construction activities; how to minimize disruption of vehicle and alternative modes of transport traffic at all times, but particularly during periods of high traffic volumes; how to maintain safe traffic flow on local streets affected by construction at all times, including through the use of adequate signage, protective devices, flag persons or police assistance to ensure that traffic can flow adequately during construction; the identification of alternative routes that can meet the traffic flow requirements of a specific area, including communication (signs, webpages, etc.) with drivers and neighborhoods where construction activities will occur; and at the end of each construction day roadways shall be prepared for continued utilization without any significant roadway hazards remaining. (See MMRP TRAF-01).

PREV MM XVI-02: Roadway Repairs**-The City shall require that all disturbances to public roadways be repaired in a manner that complies with the Standard Specifications for Public Works Construction (green book) or other applicable City of Ontario standard design requirements. (MMRPTRAF-02: MM TRAF-02).

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PROJECT BACKGROUND

Project Title:	Euclid Avenue Recycled Water System Project
Lead Agency:	City of Ontario, Ontario Municipal Utilities Company 1425 S. Bon View Avenue Ontario, CA 91761
Contact Person Phone Number:	Luke Zhipeng Qu (909) 395-2676
Documents Posted At:	https://www.ontarioca.gov/Planning/CurrentPlanning
Prepared By:	**Ardurra Group** Lori E. Trottier, AICP, CEP ltrottier@ardurra.com
General Plan Designation:	Various; City Right-of-Way; Open-Space Recreation; Civic
Zoning:	Various; City Right-of-Way
Specific Plan or Master Plan:	City of Ontario Water Master Plan (2016); City of Ontario Climate Action Plan (2022); Borba Village Specific Plan Area (adjacent to the west); Zoned for Specific Plan Overlay (is adjacent to the south).
Project Location Surrounding Land Use and Setting:	The Project is in the City of Ontario, San Bernadino County, California. **Figure 1: Regional Location Map** and **Figure 2: Local Vicinity Key Map** show the Project on the USGS Ontario Topographic Quadrangle. The Project is within two distinct areas in western Ontario within proximity to Euclid Avenue and E. Riverside Drive. The Project is described in six segments according to geographic location. Portions of Segments 1 through 5 are within the Euclid Avenue Historic District and Downtown District **(See Figures 2A and 2B).** Segment 6 is within ROW of E. Riverside Avenue (east of Euclid Avenue) and in Euclid Avenue ROW between E. Walnut Street and E. Riverside Avenue. Land use surrounding the Project includes public facilities, commercial, mixed-use, and low to medium density residential. Segments are described below and depicted in **Figures 1, 2, 2A, 2B, and 7.** Surrounding land use is summarized in ***Table 3: Surrounding Adjacent Land Uses at Project Segments*** *and* ***Table 4: Surrounding Land Use and Facilities Within the Local Vicinity of The Project***: **1. Segment 1:** Euclid Avenue northbound lane from 4th Street to E. Holt Boulevard. The Project will remove/replace 8 trees and install four (4) laterals from the Euclid Avenue northbound lane to the center median. **2. Segment 2:** Westbound W. F Street from the east side (northbound lanes) of Euclid Avenue to N. Vine Avenue, northbound N. Vine Avenue (between

W. F Street and W. Flora Street), westbound W. Flora Street (between N. Vine Avenue and the northwestern corner of James Bryant Park). The Project will install a Lateral and remove one tree at James R. Bryant Park.

3. Segment 3: westbound E. B Street (between Euclid Avenue and W. Lemon Avenue); the Project will install laterals serving the Civic Center Area.

4. Segment 4: westbound E. C Street (between Euclid Avenue and west of Lemon Avenue). The Project will install Three (3) laterals adjacent to Ontario Town Square and Ontario City Hall (C St and D St roundabout) and will convert a portion of existing water mains to recycled water.

5. Segment 5: eastbound E. E Street (between Euclid Avenue to an unnamed alley to the east of Euclid Avenue). The Project will install laterals serving the Civic Center Area.

6. Segment 6: E. Riverside Drive eastbound lane (between Euclid Avenue and 200 feet east of Baker Avenue) and from E. Riverside Drive intersection at Euclid Avenue. The Project will install lateral connections extending recycled water service to the north from E. Riverside Drive for Riverside Parkway, and Centennial Park with the new Project main. The Project will convert an existing water main in northbound Euclid Avenue (between E. Riverside Drive and E. Walnut Avenue) to recycle water.

TABLE 3: SURROUNDING ADJACENT LAND USE AT PIPELINE SEGMENTS

	Land Use	General Plan	Zoning
Segment 1: Euclid Avenue (4th St. to E. Holt Blvd.)			
Project Location	**City Right-of-Way**	---	---
North	Chaffey High School; Residential; Interstate 10 (I-10; San Bernadino Fwy)	Public Facility; Low Density Residential	PF; LDR-5
South	Mixed-use (Restaurants, Shopping Centers); Ontario Town Square; Metrolink Railroad Tracks	Mixed-use Downtown; Civic; Rail	MU-1; CIV; RAIL
East	Mixed-use (Restaurants, Shopping Centers); Residential; Offices	Mixed-use Downtown; Low Density Residential; Low Medium Density Residential; Low Intensity Office	MU-1; LDR-5; MDR-11; OL
West	Mixed-use (Restaurants, Shopping Centers); Residential; Offices; Church	Mixed-use Downtown; Low Density Residential; Low Medium Density Residential; Low Intensity Office	MU-1; LDR-5; MDR-11; OL
Segment 2: W. F St. (Euclid Ave. to N. Vine Ave); N. Vine Ave. (W. F St. to W. Flora St); W. Flora St. (Vine Ave. to James R. Bryant Park)			
Project Location	City Right-of-Way	---	---
North	Residential; Commercial; Mixed-Use (Restaurants, Shopping Centers) Church Structure	Low Medium Density Residential; Community Commercial; Mixed-use Downtown	MDR-11; CC; MU-1
South	James Bryant Park; Residential (Single-Family and Multi-Family); Commercial; Mixed-Use (Restaurants, Shopping Centers)	Open-Space Recreation; Low Density Residential; Low Medium Density Residential; Community Commercial; Mixed-use Downtown	OS-R; LDR-5; MDR-11; CC; MU-1
East	Mixed-use (Restaurants, Shopping Centers); Residential; Offices	Mixed-use Downtown; Low Density Residential; Low Medium Density Residential; Low Intensity Office	MU-1; LDR-5; MDR-11; OL
West	Residential	Low Density Residential	LDR-5
Segment 3: E. B St., (Euclid Ave. to City Hall)			
Project Location	City Right-of-Way	---	---

North	Planned Unit Development and City Hall	Civic; Planned Unit Development	CIV; PUD
South	Ontario Town Square; Planned Unit Development	Civic; Planned Unit Development	CIV; PUD
East	Residential	Civic	CIV
West	Mixed-Use (Shopping Centers, Restaurants)	Mixed-use Downtown	MU-1
Segment 4: E. C St., (Euclid Ave. to Ovitt Family Community Library)			
Project Location	City Right-of-Way	--	--
North	Parking Structure	Public Facility and Mixed Use	CIV; PUD
South	Commercial Bank	Public Facility and Mixed Use	CIV; PUD
East	Library and Multi-Family Housing	Public Facility and Mixed Use	CIV; PUD
West	Bandstand and Women's Temperance Union Drinking Fountain	NA	
Segment 5: E. E St. (Euclid Avenue to West of N. Lemon Ave.)			
Project Location	City Right-of-Way		PUD
North	Commercial		PUD
South	Commercial		PUD
East	Residential and Commercial		PUD
West	Commercial		PUD
Segment 6: E. Riverside Drive between Euclid Avenue and 200 feet east of Baker Avenue			
Project Location	City Right-of-Way	---	---
North	Residential; Centennial Park; Whispering Lakes Golf Courses; Westwind Park; Westwind Community Center; Levi H. Dickey Elementary School	Low Density Residential; Low-Medium Density Residential; Public School; Open Space- Parkland; Open Space- Non-Rec	OS-R; MDR-18; LDR-5; MHP; CIV; OS-R
South	Residential; Agriculture; Heavenly Care Daycare and Preschool; Manolesco Nurseries; Commercial	Low-Medium Density Residential; Medium Density Residential; General Commercial	ICC (Interim Community Commercial); AG
East	Euclid Avenue (City Right-of-Way)	---	---
West	Residential; Commercial	Low-Medium Density Residential; Neighborhood Commercial	LDR-5; CN; MDR-18

TABLE 4: SURROUNDING LAND USE AND FACILITIES WITHIN THE LOCAL VICINTIY OF THE PROJECT

Item No.[1]	Establishment	Sensitive Receptor Type	Distance from Project Alignment (miles)
Segment 1: Euclid Avenue between 4th Street and E. Holt Blvd (Reference Figure 2A: Northern Portion Local Vicinity Map)			
1	Chaffey High School	Education	4th St. to 30-inch IEUA recycled water main (0.1 mi.)
2	Vina Danks Middle School	Education	4th St. to 30-inch IEUA recycled water main (0.1 mi.)
3	Chaffey Memorial Library	Public Library	4th St. to 30-inch IEUA recycled water main (0.1 mi.)
4	Champions at Euclid Elementary	Childcare	Euclid Ave. proposed recycled water main (0.1 mi.)
5	Turciz Family Daycare	Childcare	Euclid Ave. proposed recycled water main (0.1 mi.)
6	First United Methodist Church	Place of Worship	Euclid Ave. proposed recycled water main (0.1 mi.)
7	New Apostolic Church		Euclid Ave. proposed recycled water main (0.1 mi.)
8	American Inn	Hotel	Euclid Ave. proposed recycled water main (0.1 mi.)

9	First Lutheran Church Ontario	Place of Worship	Euclid Ave. proposed recycled water main (0.1 mi.)
10	Central Language Academy	Education	Euclid Ave. proposed recycled water main (0.1 mi.)
11	Ontario Veterinary Hospital	Animal care	Euclid Ave. proposed recycled water main (0.1 mi.)
12	St. George Catholic Church	Place of Worship	Euclid Ave. proposed recycled water main (0.2 mi.)
13	Ontario Park	Parks and Open Space	Euclid Ave. proposed recycled water main (0.2 mi.)
14	St. George School	Education	Euclid Ave. proposed recycled water main (0.2 mi.)
Segment 3: E. B Street (Reference Figure 2A: Northern Portion Local Vicinity Map)			
15	Ontario Town Square (Town Square Park and Civic Center)	Entertainment/ Public Facility	Euclid Ave. proposed recycled water main (0.1 mi.)
Segment 4: E. C Street between Euclid Avenue and N. Lemon Avenue (Reference Figure 2A: Northern Portion Local Vicinity Map)			
16	Mule Car and Veterans' Memorial Obelisk	Historical Landmark	Euclid Ave. proposed recycled water main (0.1 mi.)
17	Ontario Senior Center	Senior Care	Euclid Ave. proposed recycled water main (0.1 mi.)
18	Ovitt Family Community Library	Public Library	Euclid Ave. proposed recycled water main (0.1mi.)
19	Snyder Ontario Apartments Metro 102	Multi-use Residential, apartments	Euclid Ave. proposed recycled water main (0.2 mi.)
20	San Antonion School	Education	Euclid Ave. proposed recycled water main (0.2 mi.)
Segment 5: E. E Street between Euclid Avenue and West of N. Lemon Avenue (Reference Figure 2A: Northern Portion Local Vicinity Map)			
15	Ontario Town Square (Town Square Park and Civic Center)	Entertainment/ Public Facility	Euclid Ave. proposed recycled water main (0.1 mi.)
Segment 6: E. Riverside Drive between Euclid Avenue and 200 feet East of Baker Avenue (Reference Figure 2B: Southern Portion Local Vicinity Map)			
1	Harris Place Apartments	Multi-family Residential	Riverside Dr. proposed water main (0.1 mi.)
2	Woodcrest Junior High School	Education Facility	Riverside Dr. proposed water main (0.4 mi.)
3	Liberty Elementary School	Multi-family Residential	Riverside Dr. proposed water main (0.4 mi.)
4	Heavenly Care Daycare and Preschool	Childcare Place of Worship	Riverside Dr. proposed water main (0.1 mi.)
5	Banal Na Pag Aral		Riverside Dr. proposed water main (0.1 mi.)
6	Country Meadows Mobile Home Park	Mobile Home Park/ Residential	Riverside Dr. proposed water main (0.1 mi.)
7	Sunrise Children Center	Childcare	Riverside Dr. proposed water main (0.1 mi.)
8	Dog Park	Park/ Open Space	Riverside Dr. proposed water main (0.1 mi.)
9	Westwind Community Center	Public Facility	Riverside Dr. proposed water main (0.1 mi.)
10	Live Oak Preschool	Education Facility	Riverside Dr. proposed water main (0.2 mi.)
7	Sunrise Children Center	Childcare	Riverside Dr. proposed water main (0.1 mi.)
8	Dog Park	Park/ Open Space	Riverside Dr. proposed water main (0.1 mi.)

Reference: Figure 2A: Northern Portion Local Vicinity Map & Figure 2B: Southern Portion Local Vicinity Map.
Source: City of Ontario General Plan EIR.
Note: (1) Item Number Corresponds with Figure 2A: Northern Portion Local Vicinity Map & Figure 2B: Southern Portion Local Vicinity Map

Have California Native American Tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

The State of California and City of Ontario's Local CEQA Guidelines identify Native American consultation as an important aspect of the cultural resource evaluation for CEQA compliance. To identify potential Native American resources, a Sacred Lands File Search (SLF) was conducted at the NAHC. A current Sacred Lands File Search response from the NAHC was received on February 5, 2024 (See Appendix D). The results from the SLF were negative, indicating the absence of cultural resources in the Area of Potential Effects (APE) for the Project. The NAHC suggested that local Tribes affiliated with the Project location should be contacted for more information regarding known and recorded sites. Therefore, the NHAC provided a list of Native American Tribes that could assist in identifying potentially significant resources due to these Tribes' presence in the Project Area.

The City of Ontario initiated formal AB 52 Native American Consultation on November 5, 2024, and received a letter on November 14, 2024, from the Yuhaaviatam of San Manuel Nation (formerly the San Manuel Band of Mission Indians) requesting mitigation measures. The Project is within Serrano ancestral territory and is of interest to the Tribe. At this time, due to the nature of the Project and its location as well as the Cultural Resources Management Department's present state of knowledge, the Tribe does not have any concerns with Project implementation as currently planned. The Tribe has requested that mitigation measures be included for CEQA compliance which require that the Tribe be notified if buried resources are encountered during construction and for Tribal input regarding the significance, appropriate next steps, monitoring, and treatment of cultural and Tribal resources found during construction. These mitigation measures are included in the MMRP for the Project as **MM CUL-01 through CUL-04.**

Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement)

This ISMND is intended to assist state and local agencies as well as special purpose districts in their responsibilities for permit review or approval over various aspects of the Project. ***Table 5: Summary of Agency Approvals*** outlines the following permits and approvals that are required for the Project (see below):

TABLE 5: SUMMARY OF AGENCY APPROVALS

Agency	Permit
City of Ontario	Encroachment Permit Easements for Installation of Recycled Water Pipeline SWPPP NPDES Consistency Ontario Tree Preservation Ordinances Euclid Avenue HPTMP Ontario Historic Preservation Ordinances
Inland Empire Utility Agency (IEUA)	Coordinate Connection to existing recycled water system
San Bernadino County Flood Control District	San Bernadino County Department of Public Works, Transportation and Flood Control Standard Specifications & Inspections

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☒ Aesthetics	☐ Agriculture & Forestry Resources	☒ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☒ Geology & Soils	☐ Greenhouse Gas Emissions	☒ Hazards & Hazardous Materials
☒ Hydrology & Water Quality	☒ Land Use & Planning	☐ Mineral Resources
☒ Noise	☐ Population & Housing	☒ Public Services
☐ Recreation	☒ Transportation	☒ Tribal Cultural Resources
☒ Utilities & Service Systems	☒ Wildfire	☒ Mandatory Findings of Significance

DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature	Date
Luke Zhipeng Qu	Ontario Municipal Utilities Company
Printed Name	For

DESCRIPTION OF PROJECT

PURPOSE AND NEED

The Project represents a portion of Ontario's phased recycled water infrastructure improvements that will facilitate conversion of landscape irrigation from potable water to recycled water. The use of recycled water for irrigation has been approved in concept under The Ontario Plan (Ontario's General Plan (GP)), to maximize the use of recycled water and reserve potable water under approved local and state water policies. The Project is estimated to conserve 25 million gallons of potable water annually by converting existing irrigation systems in public landscaped areas from potable water to recycled water provided by Inland Empire Utilities Agency (IEUA). Over 50 million gallons per day of wastewater is accepted and treated at IEUA facilities; this water is treated to Title 22 Regulations established by the State Division of Drinking Water for agriculture, municipal irrigation, industrial uses, and for groundwater replenishment. The Project will facilitate City conformance with the State Water Board's emergency conservation regulation, which requires mandatory reductions in potable water consumption in urban areas to reduce potable water use by 25 percent statewide (City of Ontario Recycled Water Distribution System Project IS/MND 2016). The Project is consistent with approved City plans, and it is not considered growth inducing.

OMUC is the City's water purveyor and is responsible for providing water, recycled water, sewer, trash collection and recycling services throughout Ontario. OMUC oversees planning and development of Ontario's recycled water distribution system. The Project is being proposed by OMUC to implement goals and policies for sustainable water use and expansion of the recycled water system. The Project proposes to construct new recycled water mains and to convert portions of the existing potable water mains to recycled water; it will extend recycled water service to the south from an existing 30-inch diameter IEUA recycled water distribution main at 4th Street/Euclid Avenue and will extend recycled water service to the west and north from a City-owned 24-inch diameter recycled water main located within E. Riverside Avenue at an existing stubbed main approximately 200 feet east of Baker Avenue.

The Project proposes irrigation with recycled water within portions of the Euclid Avenue median and parkway, in parks and open space located south of 4th street and north of E. Riverside Avenue, East of S. San Antonio Avenue, and West of S. Sultana Avenue near the western city limits: A new recycled water main will be constructed within northbound Euclid Avenue between 4th Street and E. Holt Avenue for irrigation of the Euclid Avenue median; an existing potable water main in northbound Euclid Avenue will be converted to recycled water for median irrigation between E. Walnut Avenue and E. E. Riverside Drive. Proposed connections from the new main in Euclid Avenue include 12-inch and 8-inch diameter recycled water mains extending from northbound Euclid Avenue to the Euclid Avenue Historic District and Downtown District north of E. Holt Avenue; these connections will distribute recycled water to the east and west of Euclid Avenue for irrigation of public parks and open space. The Project will provide recycled water for irrigation at James R. Bryant Park, west of Euclid Avenue and for parks, public open space and public facilities within Ontario's Civic Center area to the east of Euclid Avenue. The Project will also provide recycled water for irrigation of Centennial Park and Riverside Parkway north of E. Riverside Drive in the south part of the APE east of Euclid Avenue.

The Project proposes tree maintenance to remove and replace a total of ten (10) trees that are in poor health (see ***Table 6: Project Components (APE)***, ***Table 7: Tree Maintenance Recommendations, Figure 2A: Northern Portion Local Vicinity Map, Figure 5A: Photo Location Key Map, and Figure 6 Site Photos***. Nine (9) of these existing trees are within the Euclid Avenue ROW and one of these trees is at James R.

Bryant Park. Plans for the Project show 60-inch box tree replacements that are intended to maintain visual continuity within the APE and safety for compliance with Ontario's Municipal Code requirements. Plans for the Project show tree replacements include two (2) strawberry trees *(Arbutus Unedo), 12-feet to 14-feet high with 6- to 7-foot diameter canopies. Replacement trees will also include seven (7) California pepper trees (Schinus molle) and one (1) silk oak (Grevillea robusta), 16-18-feet high and 8- to 9-feet in diameter.*

Conversion of existing irrigation to recycled water will make additional potable water available to support the approved land use patterns shown on Ontario's Land Use Map (LU-01, Land Use Plan) and will support regional and state initiatives concerning housing and sustainability. The Project will provide connections for future extension of recycled water service in the City of Ontario Plan Area according to the approved WMP. Permanent sustainable irrigation at the following community resources is proposed:

- Center median along Euclid Avenue (between 4th and Holt Boulevard; and between E. Walnut Street and Riverside Drive),
- City Civic Center complex,
- Town Square Park,
- James R. Bryant Park,
- Centennial Park, and
- E. Riverside Drive Parkway (along the north side of E. Riverside Drive (west of approximately 200 feet east of Baker Street).

PROJECT OBJECTIVES

The Project will implement the State Water Board's Recycled Water Policy and Regulations, an emergency regulation regarding use of recycled water for landscape irrigation. The Project will improve the accessibility of Ontario's IEUA recycled water allotment to OMUC, as the City's water purveyor. The Project will fulfill Ontario's GP objectives for improving recycled water distribution and will reduce reliance on potable water for landscape irrigation. The Project is proposed to achieve the following City objectives:

- Convert existing irrigation systems to recycled water at Centennial Park, Riverside Parkway, James R. Bryant Park, Town Square Park, the Civic Center complex, and portions of the Euclid Avenue landscaped median.
- Avoid utility conflicts and utility relocations.
- Avoid damaging and support long-term maintenance of City resources including historic structures, trees, parks, and landscape open space.
- Implement City's Municipal Code, including sections pertaining to Historic Preservation, Design Guidelines, Standard Specifications, Drawings and Approved Materials list.
- Maintain continuous water service to the public and water customers during construction.
- Implement applicable HPTMP Guidelines for preservation of Euclid Avenue Historic Property:
  - Protect CDF structures in place.
  - Restore areas that have been disturbed during construction according to Ontario's Municipal Code.
  - Preserve the spatial relationships and historical character of the original design of Euclid Avenue.

PROJECT SUMMARY

The Project involves primarily underground infrastructure improvements within paved or currently developed public right-of-way (ROW); it will install ancillary valves, replacement landscaping including

trees, and sprinkler head replacements above ground surface (AGS) within landscaped areas. Proposed water mains will be constructed using open trench methods and will involve approximately 63,400 square feet of disturbance and approximately 384,400 cubic feet of earthwork. Plans for the Project show construction of approximately 20,400 linear feet (LF) of City-owned and operated recycled water mains, approximately 300 LF of lateral connections, and conversion of approximately 2,000 LF of existing potable water mains for distribution of recycled water within city limits. At connection points with existing irrigation systems, Project implementation will temporarily remove portions of existing landscaping and paved surfaces. The Project will replace ten (10) existing trees that are in poor health according to Ontario's Municipal Code. Upon completion of construction, existing surfaces will be restored at connection points and along the new and converted recycled water mains according to current standards in the City's Municipal Code.

REGIONAL ACCESS AND LOCATION

The Project is within southwestern San Bernadino County. The Project and the City of Ontario are approximately 40 miles east of downtown Los Angeles (DTLA), via regional transportation routes I-10 and State Route 60 (SR-60). Surrounding cities include Upland and Rancho Cucamonga to the north; Montclair and Chino in the west and southwest; Jurupa Valley and unincorporated San Bernardino County to the east (See Figure 1: Regional Location Map). Ontario is located approximately 6 miles south from the foothills of the San Gabriel Mountains; approximately 9 miles east and northeast of Chino and Puente Hills, and approximately 17 miles north of the Santa Ana River. Ontario is approximately 23 miles west of Lytle Creek Wash (Ontario Plan 2015 EIR 2022).

As shown on ***Table 6: Project Components (APE)*** and ***Regional Location and Local Vicinity Figures 1, 2, 2A and 2B,*** the recycled water improvements proposed with the Project are bisected into distinct north and south locations within existing paved and developed City of Ontario ROW. The north part of the Project is near the western city limits, I-10. The closest regional transportation route to the north is I-10, approximately 1.6 miles north of the Civic Center complex. The south part of the Project is near the southwest city limits. The closest regional transportation route to the south portion of the Project is SR-60, which is approximately 0.75 miles north of the intersection of Euclid Avenue and E. Riverside Drive.

SETTING AND BACKGROUND

The Project will be implemented within an urban setting at Ontario's southern gateway at Euclid Avenue; this area is fully developed with a variety of land use, utilities, community facilities, and important historical resources.

The Project is in an area that experiences a Mediterranean-type climate favorable for agriculture. During its early years, Euclid Avenue was the nucleus of the Ontario Irrigation Colony (Ontario Colony), consisting of primarily agricultural communities, growing and exporting citrus. Euclid Avenue was established as a focal point and a regional transportation route for the Ontario Colony and surrounding areas that eventually grew and became incorporated as the City of Ontario. Growth in Ontario has been continuous since incorporation in 1891 and has led to a wide variety of land use. Between the late 1800's through the mid-1960's, Euclid Avenue served as a regional transportation route until the modern regional freeway system was completed. From the time of its construction, Euclid Avenue has been and continues to serve as a community gateway and major thoroughfare.

Surrounding the Project, at the north end, there are mixed-use, institutional, residential, and commercial properties that are adjacent to the Project within Ontario's Downtown District and Euclid Avenue Historic

District; the Downtown District is a planned revitalization area and includes the Civic Center area (City Hall, Library, and Town Center). The Downtown District overlaps with the Euclid Avenue Historic District, which consists of development adjacent to Euclid Avenue in various styles of architecture from 1887 through the 1960's; original Victorian-era buildings through post-war development make up the setting for the Project within the Euclid Avenue Historic District on the north end of the Project. Portions of the north end of the Project are also within the boundaries of the Euclid Avenue Historic Property (ROW protected under the Euclid Avenue HPTMP). The period of historical significance for Euclid Avenue is 1882 to 1940, beginning with the date of the Ontario Colony. The Euclid Avenue Historic Property consists of the entire 200-foot-wide street ROW including landscaped Parkways and paved travel lanes on both sides of a broad landscaped median: The Euclid Avenue ROE includes a 60-foot-wide median extending along the full length of Euclid Avenue and 15-foot-wide side parkways between the back of the sidewalks and front property lines on each side of the paved travel lanes. Northbound and southbound lanes of traffic (two lanes in each direction) are separated by the landscaped median, which includes grass lawns flanked by rows of trees and rose beds; City improvements include public benches, fountains, drinking fountains, and other important community structures; the median has been divided at intersections with cross streets (at 4th Street, J Street, I Street, E Street, G Street, F Street, E Street, D Street C Street, and B Street). Parkways that are adjacent to the northbound and southbound travel lanes of Euclid Avenue are comprised of a combination of historic and modern curb, gutter, sidewalks, and additional trees.

There are modern tract homes, undeveloped land, and agriculture near the southern city limits at the south end of the Project. Land that is south and southwest of the Project is planned for future development under Ontario's Municipal Code as Specific Plan Overlay (south of E. Riverside Avenue) and in the Borba Village Specific Plan (West of Euclid Avenue).

Within the boundaries of the Project the important features that contribute to the environmental setting include the original Character Defining Features (CDF) of the Euclid Avenue ROW that were identified in the Euclid Avenue HPTMP: Peruvian pepper trees in the Euclid Avenue median, any silk oak trees in the parkway, and any oaks planted in the parkway between Holt Boulevard and E. G Street, curved Armstrong rose beds, granite cobblestone curbs, scored sidewalks, and vintage street lighting. Structures within the median that contribute to the environmental setting for the Project and Ontario's community character include the Gravity Mule Car Replica (Mule Car), reconstructed Community Bandstand (Bandstand), Women's Christian Temperance Union Drinking Fountain (WCTUDF), and Veteran's Obelisk. A total of 729 trees surrounding the Project, with trunk diameters exceeding 5 inches, were inventoried for the Project. Ten (10) of the surveyed trees were identified as being in poor health and requiring immediate removal with the Project and 163 trees were identified as needing close monitoring following construction of the Project.

Existing infrastructure above and below ground surface within Euclid Avenue include conduit for electricity, street lighting, communications infrastructure, and wet utilities (water, sewer, storm drainage, and irrigation). Within the E. Riverside Drive right-of-way, at the south end of the Project, underground utilities consist of a 12-inch diameter potable water main, serving adjacent land use. Approximately 200 feet east of the intersection of E. Riverside Drive and Baker Avenue, a 24-inch recycled water main is located within the City right-of-way. The Project setting is fully developed except for agricultural land south of E. Riverside Avenue.

AREA OF POTENTIAL EFFECTS

The Area of Potential Effects (APE) is within paved streets and portions of landscape open space/parks where construction, tree maintenance, and staging are proposed for the Project; these areas are collectively referred to as the Area of Potential Effects (APE) because this is where direct impacts from the Project will occur. An inventory of the APE is provided in ***Table 6: Project Components (APE).*** Impacts within the APE will be temporary and intermittent due to construction activities, such as earthwork, tree maintenance, temporary lane closures, pipeline construction, excavation, and trenching. The APE will be restored to pre project conditions pursuant to standards of Ontario's Municipal Code after construction is complete. The APE consists of paved travel lanes and Parkway within portions of Ontario's ROW designated as Primary Arterials, Minor Arterials, Collector Streets, and Local Roadways on GP Figure M-01, Mobility. The APE includes the following locations where laterals, meters and connections are proposed: James R. Bryant Park (at the northwest parcel corner); East side of the intersections with Euclid Avenue at E. E. Street, E. C Street and E. B Street (for the Civic Center area), Euclid Avenue median (Laterals are proposed approximately 200 feet south of the Mule Car, east side of the median at the Grand Stand, north of E. B Street, and midway between E Street and F Street, at the southerly parcel boundary of Centennial Park, and along the south parcel boundary of Riverside Parkway). Tree removal/replacement are proposed within the Parkway of Euclid Avenue. A detailed description of the APE and proposed work is provided below and in ***Table 6: Project Components (APE) and in Figures 2A and 2B, Local Vicinity.***

A new recycled water main will be constructed in the northbound lane of Euclid Avenue, adjacent to the Euclid Avenue median, between 4th Street and E. Holt Boulevard; new mains will branch to the east and west from the new recycled water main in Euclid Avenue within portions of W. F Street, W. Flora Street and N. Vine Avenue. The Project will construct connections and will convert existing potable water mains located in E. E Street, E. C Street, E. B Street, and N. Lemon Avenue to recycled water. The Project will install laterals from the new and converted recycled water mains to existing irrigation systems for the Euclid Avenue center median, James R. Bryant Park, the Civic Center complex (City Hall/Seniors' Center), and Town Square Park (amphitheater/recreation center) within the Northern Project Area.

Northern Portion of Project

Segment 1

The Project APE is at a point of connection in the northbound lane of Euclid Avenue to the existing IEUA recycled water main within the Euclid Avenue and 4th Street intersection. A new main will be constructed in northbound Euclid Avenue between 4th Street and E. Holt Boulevard adjacent to the median. Laterals and connections will be constructed in developed public ROW to connect the new main at four (4) locations along the east side of the Euclid Avenue center median to the existing irrigation systems in the median. Tree maintenance is proposed north of E. Holt Boulevard. Within the median of Euclid Avenue, the following lateral locations and tree maintenance are proposed:

- North of Holt Boulevard at Euclid Avenue a lateral to service existing sprinklers will be constructed to serve the Euclid Avenue median approximately 200 feet south from the Mule Car (Trolley Exhibit Building). This section of the Euclid Avenue median includes benches, irrigation (sprinklers and bubblers) and drinking fountains. Immediately north of Holt Blvd. right-of-way, two (2) existing trees in the east side of the median (Tree #'s 337 and 338) are proposed for removal/replacement due to existing poor health.
- East of the Grandstand a lateral will be installed as a connection between the existing irrigation system and the main proposed in northbound Euclid Avenue. This section of median includes modern curb and gutter at the lateral location.

- North of E. B Street at Euclid Avenue a recycled water lateral will be installed approximately 120 feet north of the Veterans Obelisk within the median. This section of median includes modern curb and gutter at the lateral location.
- Midway between E. E Street and E. F Street, a new recycled water lateral will be installed from the new main in northbound Euclid Avenue. This section of median includes modern curb and gutter at the lateral location. One (1) tree removal/replacement (#365) is proposed in the east side of the median north of E. E Street.
- South of E. G Street, one (1) tree removal/replacement (#379) is proposed in the east side of the median.
- Three (3) tree removals/replacements (402, #403, and #405) are proposed in the east side of the median south of E. El Morado Court.
- One (1) tree removal/replacement (#408) is proposed in the east side of the median south of E. H Street.
- One (1) tree removal/replacement (#482) is proposed in the parkway east side of the Euclid Avenue ROW and south of E Granada Court.

Segment 2

The APE for the Project mains is proposed within paved portions of streets and where a lateral will be constructed at James R Bryant Park. Recycled water mains will be constructed within paved portions of eastbound W. F Street from northbound Euclid Avenue to northbound N. Vine Avenue, from N. Vine Avenue to westbound W. Flora Street to the northwestern corner of James Bryant Park. Laterals at James Bryant Park will require an approximate 10-foot by 10-foot area for construction of a connection at the meter near the intersection of San Antonio Avenue and W. D Street. One (1) tree removal (#212) is proposed north of James R. Bryant Park.

Segment 3

The APE for the recycled water main will be within westbound E. B Street; it will connect to an existing 8-inch diameter recycled water main near N. Lemon Street east of Euclid Avenue to convert existing potable water mains to recycled water to serve the Civic Center area and will require minimal earthwork.

Segment 4

The APE for E. C Street will be in the eastbound lane from the Euclid Avenue/E. C Street intersection to west of Lemon Avenue. Three (3) laterals adjacent to Ontario Town Square and Ontario City Hall (C St and D St roundabout) will be installed to connect recycled water service to an existing 8-inch diameter recycled water main.

Segment 5

The APE for E. E Street is within the eastbound lanes between Euclid Avenue to an unnamed alley to the east of Euclid Avenue. The APE will extend approximately 303 LF along E. E Street towards an unnamed alleyway, to the east, where it will terminate and be stubbed for future use.

Southern Portion of the Project

Segment 6

E. Riverside Drive between Euclid Avenue and 200 feet east of Baker Avenue; the Project will install laterals from the new recycled water main to existing irrigation systems for Centennial Park and Riverside Parkway. The APE is where a new recycled water main will be constructed in eastbound E. Riverside Drive, a 6-lane east-west Minor Arterial containing a Class II Bicycle Lane.

Euclid Avenue ROW (E. Riverside Drive and E. Walnut Street)

Euclid Avenue median, between E. Riverside Drive and E. Walnut Street, that will be converted to recycled water and connected to Ontario's recycled water distribution system with new laterals. The Project will supply recycled water to a portion of the landscaped median on Euclid Avenue between E. Riverside Drive and E Walnut Street.

Centennial Park

Centennial Park is adjacent to the south of the westbound lanes E. Riverside Drive. The neighborhood park was developed in 1983 and contains basketball courts; picnic tables; a pedestrian/ bike path; a park area; a tot lot; and exercise equipment. The APE here will consist of a 10-foot-wide open trench within existing passive open space.

Riverside Parkway

The parkway on Riverside Drive is located adjacent to the westbound lanes of E. Riverside Drive between Centennial Park and Bon View Avenue. The parkway is landscaped with ornamental trees, bushes, grasses; overhead powerlines; and streetlights. The APE here will consist of a 10-foot-wide open trench within existing passive open space.

TABLE 6: PROJECT COMPONENTS (APE)

Segment No.	Proposed Structure	Public right-of-way + Direction of Pipeline Construction	Pipe Size & Length	Lat/Long; Elevation	Area of Temporary Disturbance
NORTHERN PORTION					
1	New Recycled Water Main	**Public right-of-way**: Northbound lane of Euclid Avenue adjacent to the median (City right-of-way; mixed-use corridor) **Direction**: North from Holt Blvd to 4th Street; connect to existing 30" IEUA pipeline at 4th Street **Public right-of-way**: Euclid Avenue (City right-of-way; mixed-use corridor)	**Size**: 8" diameter **Length**: ~ 5,300 LF	**Beginning of Proposed Segment**: Longitude 34.063327, Latitude -117.65095; ~1,000 ft AMSL **End of Proposed Segment**: Longitude 34.077882, Latitude -117.651218; ~990 ft AMSL	**Open Trenching:** 30-inches wide x 72-inches deep for ~5,300 LF **Construction Area:** Full width 24-feet
	Recycled Water Lateral to Existing Irrigation System for Euclid Avenue	**Public right-of-way**: Euclid Avenue (City right-of-way; mixed-use corridor) center median between B Street and C Street	**Three Lateral Pipes Size**: 4" diameter connection to existing irrigation system **Length**: ~20 LF	Longitude 34.065176, Latitude -117.65046; ~1,023 ft AMSL	**Open Trenching:** 2 ft wide x 2 ft deep for ~ 20 LF
		Public right-of-way: Euclid Avenue (City right-of-way; mixed-use corridor) center median between C Street and D Street	**Pipe Size:** 4" diameter Existing irrigation system Length: ~15 LF	Longitude 34.068881, Latitude -117.650951; ~1,020 ft AMSL	**Open Trenching:** 2 ft wide x 2 ft deep for ~15 LF

Segment No.	Proposed Structure	Public right-of-way + Direction of Pipeline Construction	Pipe Size & Length	Lat/Long; Elevation	Area of Temporary Disturbance
		Public right-of-way: Euclid Avenue (City right-of-way; mixed-use corridor) center median between F Street and E Street			
	Tree Removals (9 trees)[4]	**Public right-of-way**: Euclid Avenue (City right-of-way; mixed-use corridor) center median between E. Granada Ct. and E. G Street	Tree #: 482:Lat/Long 34.073078, -117.650769 (P) 408: Lat/Long 34.071956, -117.650975 (M) 405:Lat/Long 34.071519, -117.650969 (M) 403: Lat/Long 34.071209, -117.650999 (M) 402: Lat/Long 34.071109, -117.650989 (M) 379: Lat/Long 34.070151, -117.650969 (M) 365: Lat/Long 34.068364, -117.650980 (M) 338: Lat/Long 34.063801, -117.650933(M) 337: Lat/Long 34.063629, -117.650946 (M)		20 ft square, 4ft deep Tree Removals (8 median (M) trees and 1 parkway (P) tree)
2	New Recycled Water Main	**Public right-of-way**: eastbound lane of W. F Street (Collector Street) **Direction**: West from Euclid Avenue to Vine Avenue	**Size:** 8" diameter **Length**: ~1,530 LF	**Beginning of Proposed Segment**: Longitude 34.069430, Latitude -117.650860; ~1,010 ft AMSL **End of Proposed Segment**: Longitude 34.068799, Latitude -117.660188; 1,023 ft AMSL	**Open Trenching:** 26-inches wide x 68-inch deep **Construction Area:** Full width 24-feet
	New Recycled Water Main	**Public right-of-way**: northbound lane of N. Vine Avenue (Collector Street) **Direction**: South from F Street to Flora Street	**Size:** 8" diameter **Length**: ~200 LF		
	New Recycled Water Main	**Public right-of-way**: westbound lane W. Flora Street (Collector Street) **Direction**: East from Vine Avenue to James R. Bryant Park	**Size:** 8" diameter **Length**: ~1,290 LF		
	Recycled Water Lateral to Existing Irrigation at James R. Bryant Park	James R. Bryant Park	**Pipe Size:** 2" Diameter connection to existing irrigation system **Length**: ~20 LF	Longitude 34.068610, Latitude -117.660107; ~1,023 ft AMSL	**Open Trenching:** 2 ft wide x 2 ft deep
	Tree Removals (1) - #212[4]	**Public right-of-way**: westbound lane Flora Street (Collector Street) at from James R. Bryant Park	Tree 212: Lat/Long: 34.068758,-117.659819		20 ft square, 4ft deep Tree Removal

Segment No.	Proposed Structure	Public right-of-way + Direction of Pipeline Construction	Pipe Size & Length	Lat/Long; Elevation	Area of Temporary Disturbance
3	Recycled Water Lateral to Civic Center	**Public right-of-way**: B Street City Civic Center buildings (City Hall/ Senior Center)	**Pipe Size:** 4" diameter connection to Existing irrigation system	Longitude 34.065822, Latitude -117.649520; 990 ft AMSL	**Open Trenching:** 2 ft wide x 2 ft deep
		Town Square Park	**Pipe Size: 4" diameter connection to** existing irrigation system	Longitude 34.064892, Latitude -117.648351; 990 ft AMSL	**Open Trenching:** 2 ft wide x 2 ft deep
		Public right-of-way: westbound lane of B Street Ontario City Hall (Police & Fire Department)	**Pipe Size:** 4" diameter connection to existing irrigation system	Longitude 34.06467, Latitude -117.64654; 990 ft AMSL	**Open Trenching:** 2 ft wide x 2 ft deep
	Recycled Water Main	**Public right-of-way**: B Street **Direction**: East of Euclid Avenue and west of Lemon Avenue	**Size**: 8" diameter **Length**: ~55 LF	**Beginning of Proposed Segment**: Longitude 34.064606, Latitude -117.650853; ~997 ft AMSL **End of Proposed Segment**: Longitude 34.064606, Latitude -117.650220; ~997 ft AMSL	**Open Trenching:** 26-inches wide x 68-inch deep for ~55 feet **Construction Area:** Full width 24-feet
	Convert existing 8-inch potable water pipeline to recycled water	Civic Center area along B Street and Lemon Avenue	**Size**: 8" diameter **Length**: ~2,340 LF	Longitude 34.065822, Latitude -117.649520; 990 ft AMSL	**Excavation:** 10 ft wide by 10 ft deep
4	New Recycled Water Main	**Public right-of-way**: eastbound lane of C Street **Direction**: East of Euclid Avenue to connection with existing 8" RW main	**Size**: 8" diameter **Length**: ~110 LF	**Beginning of Proposed Segment**: Longitude 34.069430, Latitude -117.650860	**Open Trenching:** 26-inches wide x 68-inch deep for ~110 feet **Construction Area:** Full width 24-feet
5	New Recycled Water Main	**Public right-of-way:** Eastbound lane of East E Street (City right-of-way) **Direction:** East from Euclid Avenue to an unnamed alleyway.	**Size:** 8" diameter **Length:** 303 LF **Above-ground appurtenanc**	**Beginning of Proposed Segment:** Lat/Long: 34.068246, -117.65082 ~1,020 ft AMSL	**Open Trenching:** 2 ft wide x 2 ft deep for ~ 303 LF

Segment No.	Proposed Structure	Public right-of-way + Direction of Pipeline Construction	Pipe Size & Length	Lat/Long; Elevation	Area of Temporary Disturbance
			es: air valve and blow off valve located within the landscaped area of off E. E Street.	**End of Proposed Segment**: Lat/Long: 34.068262, -117.650273 **~1,020 ft AMSL**	
SOUTHERN PORTION					
6	New Recycled Water Main	**Public right-of-way**: eastbound and center lanes of E. Riverside Drive (6-lane Minor Arterial) **Direction**: West from between Baker Avenue and Vineyard Avenue (channel) to Euclid Avenue	**Size:** 24" diameter **Length:** ~11,130 LF	**Beginning of Proposed Segment**: Longitude 34.019221, Latitude -117.599588; 1,000 ft AMSL **End of Proposed Segment**: Longitude 34.019613, Latitude -117.614529; ~778 ft AMSL	**Open Trenching:** 42-inches wide x 84-inch deep for ~11,130 LF **Construction Area:** Full width 24-feet
	Recycled Water Main Conversion	Euclid Avenue center median between SR-60 and E. Riverside Drive	Existing irrigation system **Size**: 8" diameter **Length**: ~100 LF	Longitude 34.019353, Latitude -117.650736	**Open Trenching:** 2 ft wide x 2 ft deep for ~100 LF
	Recycled Water Lateral to Existing Irrigation at Riverside Parkway	Parkway along E. Riverside Drive west of Bon View Avenue	Existing irrigation system **Size**: 2" diameter **Length**:~ 40 LF	Longitude 34.019473, Latitude -117.648113	**Excavation:** 10 ft wide by 10 ft deep
	Recycled Water Lateral to Existing Irrigation at Centennial Park	Centennial Park	Existing irrigation system **Size**: 2" diameter **Length**: ~ 25 LF	Longitude 34.019512, Longitude -117.640027	**Excavation:** 10 ft wide by 10 ft deep

Reference: See **Figure 2A: Northern Portion Local Vicinity Map** & **Figure 2B: Southern Portion Local Vicinity Map**
Notes: 1) LF= LF
2) Average dimensions of trenching are 6 feet wide by 8 feet deep.
3) AMSL is an acronym for Above Mean Sea Level
4) Denotes a Character Defining Feature for Euclid Avenue Historic Property

LOCAL VICINITY

The Local Vicinity consists of areas surrounding APE. The Local Vicinity is where temporary indirect impacts from construction may be noticeable such as traffic delays from Project detours, visible construction equipment and activities, and audible intermittent construction noise. Impacts will be temporary within the Local Vicinity, which consists of developed or improved land surrounding APE or agricultural land south of the APE. Land use, city programs and sensitive receptors in the Local Vicinity are described according to location and proximity with Project construction in the following paragraphs. The northern part of the Project is within overlapping historic areas, either designated as historic districts or potential historic districts.

NORTHERN PROJECT AREA

Euclid Avenue Historic District

The Euclid Avenue Historic District encompasses the street ROW and adjacent properties. Within the Euclid Avenue median and parkways modern additions are present and include curb/gutter/sidewalks, bike lanes and sharrows in both north and southbound directions, crosswalks, overhead electrical and communication lines, an existing 39-inch storm drain, and a 16-inch potable water main are located underground within the southbound lane, running parallel to Euclid Avenue's Center Median. Currently, a 16-inch potable water main provides irrigation to Euclid Avenue's landscaped median. The Euclid Avenue Historic District includes 102 historic-age (over 50 years old) structures and mature landscaping within and adjacent to Euclid Avenue. (Segments 1 and 2).

Potential Downtown West Additional Local Historic District

This potential district is between West Flora Street on the north, West Vesta Street on the south, Vine Avenue on the east, and Beverly on the west and the Project coincides along West Flora Street between Vine Avenue on the east and its western terminus at James R. Bryant Park. This potential district has not been officially designated but it does contain street trees and granite cobblestone curbs, both of which have been determined character defining features of designated districts elsewhere.

Proposed Downtown Historic District

The City has depicted this proposed district between Lemon Avenue on the east, Laurel Avenue on the west, West G Street on the north, and the railroad overpass on the south. The project alignment coincides with this proposed district on Euclid Avenue from B Street in the south to the district's northern terminus at G Street. The project alignment also crosses this district on West F Street from Euclid Avenue on the east to North Laurel Avenue on the west. The Euclid Avenue Mule Car/Tracks is also located within this historic district. This proposed district has not been officially designated but it does contain street trees and granite cobblestone curbs, both of which have been determined character defining features of designated districts elsewhere.

Proposed Downtown West Historic District

Ontario has depicted this proposed district between Laurel Avenue on the east, Vine Avenue on the west, G Street on the north, and C Street on the south. The project alignment coincides with this proposed district on F Street between Laurel Avenue on the east and Vine Avenue on the west. This proposed district has not been officially designated but it does contain street trees and granite cobblestone curbs, both of which have been determined character defining features of designated districts elsewhere.

Euclid Avenue Historic Property (4th Street to E. Holt Boulevard)

Euclid Avenue Historic Property includes the Euclid Avenue ROW between I-10 on the north and Philadelphia Street on the south and is where the northern part of the Project is located (between 4th Street and E. Holt Boulevard). Portions of Euclid Avenue have been listed on the NRHP and the CRHR since 2005 as an important example of community planning and development; social history; and landscape architecture.

The Local Vicinity surrounding the Project (Segments 1 through 5) consists of a mixture of commercial businesses, institutional facilities, mixed-use, parks, open space, and residential neighborhoods within the context of historic districts. Chaffey High School is approximately 200 feet north of the Project at 4th Street and Euclid Avenue intersection within Ontario's Historic District (Segment 1). The Local Vicinity within the median and side parkways of Euclid Avenue express the intended design of Euclid Avenue; as it was originally constructed with visual symmetry established by the rows of trees along the edges of broad parkways and landscaped setbacks. The original trees were planted in 1883, making them over 140 years old. Some of the existing trees have trunks over three feet wide. Over the years some trees have been replaced, and other trees have been added. The original design consists of a double row of Peruvian pepper trees *(Schinus molle)* in the median, planted 50 feet apart and the parkways at the back of the sidewalks feature a single row of silk oak trees *(Grevilia robusta)* that are planted 30 feet apart. This layout is consistent and predominant within the northern part of the Project and photos along Euclid Avenue show variations in tree and landscaping maturity indicating replacement and more recent planting within the Euclid Avenue median and parkways over time. Historic features of Euclid Avenue in the Local Vicinity that will not be directly impacted by Project construction due to setbacks shown on the plans and are listed as follows:

- Bandstand (north of E. C Street);
- Veterans Obelisk (north of E. B Street);
- Mule Car (south of E. B Street);
- WTUDF (north of E. C Street);
- Armstrong rose beds;
- King Standard Lampposts and reconstructed lampposts (both referred to as vintage streetlights);
- Granite and concrete curb and gutter; and,
- Scored sidewalks in the parkways.

The rose beds, vintage streetlights, historical masonry and cobblestone curbs, gutters and drainage structures are located north of E. F Street. South of E. F Street the curb, gutter, sidewalks and streetlights are modern. Other features within the median include modern benches, hardscape, signage, and drinking fountains.

4th Street

4th Street is a 2-lane east-west collector street; it is approximately 35 feet wide. (Segment 1). Surrounding land use includes residential properties and Chaffey High School at the northwest corner of 4th Street and Euclid Avenue within the Euclid Avenue Historic District.

W. F Street, N. Vine Avenue, and Flora Street

W. F Street, N. Vine Avenue, and Flora Street are city collector streets, 35 feet wide within primarily residential areas of Ontario's Downtown District. These roadways contain pedestrian walkways along either side of the public right-of-way. Electrical lines are located overhead along the west side of N. Vine Avenue and south side of W. Flora Street. A portion of F Street is located within the Euclid Avenue Historic Downtown West Addition Historic District. Surrounding land use consists of residences. A portion of this segment is within the potential (Segment 2)

James R. Bryant Park

The park consists of 9.6 acres located at the northeast corner of San Antonio Avenue and W. D Street and surrounded by residential development. This is a neighborhood park that offers a children's play area, tot lot, exercise equipment, restrooms, basketball courts, tennis court, baseball field and a fenced dog park. (Segment 2)

E. B Street and N. Lemon Avenue

E. B Street and N. Lemon Avenue are minor arterials located within Ontario's downtown historic district. Surrounding land use consist of civic center buildings, commercial and mixed use. (Segment 3).

E. C Street

E. C Street is a minor arterial. The Project main in this area will provide irrigation water for the Civic Center, Library and Town Square. Historic structures within the Euclid Avenue median near E. C Street are approximately 30 feet west of E. C Street and include the Bandstand. (Segment 4).

E. E Street

E. E Street is a minor arterial and located within Ontario's downtown historic district. Surrounding land use consists of commercial businesses (Segment 5).

SOUTHERN PROJECT AREA

On the south end of the Project, plans show a point of connection with the existing City of Ontario recycled water system located approximately 200 feet east of E. Riverside Drive at Baker Avenue. The Local Vicinity includes the modern residential tract development north of E. Riverside Drive and agriculture south of the eastbound lanes of E. Riverside Drive between Euclid Avenue and the existing point of connection 200 feet east of Baker Avenue.

E. Riverside Drive

Surrounding land use consists of residential, commercial, open space, and agriculture. Centennial Park is adjacent to the north of E. Riverside Drive; Levi Dickey High School is approximately 620 feet north of E. Riverside Drive and S. Parco Avenue; Whispering Lakes Golf Course, approximately 100 feet north of the E. Riverside Drive and S. Whispering Lanes Lane; Cucamonga Channel, Westwind Community Center, and Westwind Park, approximately 0.3 miles from the easternmost terminus of the E. Riverside Drive alignment (Segment 6).

Euclid Avenue ROW (E. Riverside Drive and E. Walnut Street)

Euclid Avenue median between E. Riverside Drive and E. Walnut Street that will be converted to recycled water and connected to Ontario's recycled water distribution system with new laterals and a new main connection from the new Project main in E. Riverside Drive. Euclid Avenue in this area of the Project includes the historic-age parkway and sidewalk layouts. Curbs and gutters have been replaced. The southern part of the Project will extend service laterals from E. Riverside Drive to adjacent portions of existing irrigation systems for Centennial Park the Riverside Parkway on the north side of E. Riverside Drive west of Baker Avenue. Surrounding land use includes residential and commercial along northbound Euclid Avenue. There are modern curb, gutter, and sidewalks along the Parkways in this area. Landscaping within the Parkways consists of grass and mature trees planted symmetrically along the borders.

Centennial Park

Centennial Park is adjacent to the south of the westbound lanes E. Riverside Drive. The neighborhood park was developed in 1983 and contains basketball courts; picnic tables; a pedestrian/bike path; a park area; tot lot; and exercise equipment. The APE here will consist of a 10-foot-wide open trench within existing passive open space.

Riverside Parkway

The parkway on E Riverside Drive is located adjacent to the westbound lanes of E. Riverside Drive between Centennial Park and Bon View Avenue. The parkway is landscaped with ornamental trees, bushes, grasses; overhead powerlines; and streetlights. The APE here will consist of a 10-foot-wide open trench within existing passive open space.

PROJECT CONSTRUCTION

Proposed construction activities consist of open trench construction. Potholing will occur prior to Project construction to avoid direct impacts to existing utilities and structures. Temporary barriers will be installed to isolate areas of active construction and staging, separating them from sensitive resources such as historical CDF and tree root zones. Upon completion of installation of recycled water pipes, connections, and appurtenances, the trenches will be backfilled and surfaces restored to pre-project conditions according to standards of the Ontario Municipal Code. Project construction is anticipated to begin in winter of 2025 and conclude in winter of 2026, lasting for approximately eleven months. Construction activities will occur between 7:30 AM and 4:30 PM, Monday through Friday; weekend work will be avoided when feasible, however, weekend or night work may occur to avoid peak traffic. The installation rate of the recycled water mains is expected to average 60 to 80 LF per day.

Construction activities will require a maximum of approximately six to eight crew members[2] at any one time for a total of 16 people working on the job daily during active construction. Crew members will get to the construction site utilizing personal vehicles, approximately 16 vehicles at any one time, accessing the construction site via local roadways and will park along paved ROW, adjacent to areas of active construction within the roadway, shoulder or at the street curbs. Temporary fencing will be placed around the perimeter of each work area to secure construction sites. In addition to fencing, active construction

[2] The number of construction crew members is an assumption based on the scale of the Proposed Project and type of infrastructure being implemented.

will either be backfilled or covered with trench plates at the end of each day. Water for construction and potable water during construction activities will be supplied by the City of Ontario's water system.

Equipment

Construction activities will involve the utilization of a variety of diesel-powered equipment along the Project Alignment throughout construction. Potential equipment on-site during construction include two (2) scrapers, one (1) tractor/ loaders/ backhoe, two (2) off-highway trucks, two (2) plate compactors, two (2) excavators, two (2) other material handling equipment, two (2) paving equipment, two (2) other construction equipment, four (4) pumps, two (2) skid steer loaders, two (2) surfacing equipment, two (2) rubber tiered dozers, and two (2) cranes. During temporary Project construction, equipment will be kept at a designated laydown yard or the Project contractor's own facility.

Staging

Staging areas will be located inside existing public right-of-way along various locations of the Project Alignment. These staging locations will depend on the portion of the alignment under construction as well as avoidance of sensitive resources that could be damaged.

Schedule and Phasing

Construction would not be phased. The contractor will lay approximately 60 to 80 LF of pipeline per day over a period of approximately 795 calendar days (555 working days) until the entire Project has been constructed. Utility potholing will occur prior to open trench construction and excavation.

LONG-TERM OPERATIONS AND MAINTENANCE

The Project is anticipated to be operational for a minimum of 50 years from completion of construction. Ontario will operate and manage the Project in a similar manner to existing conditions according to Ontario's Municipal Code. Therefore, Ontario does not anticipate additional staffing needs for long-term operation and maintenance of the Project. Monthly worker trips over the lifetime of the Project will be for routine inspections and ensure proper long-term maintenance.

Project Locations

Figure 2A. Northern Portion

Figure 2B. Southern Portion

Rancho Cucamunga

Upland

Montclair

Ontario

Walnut Avenue

SAN BERNARDINO COUNTY

RIVERSIDE COUNTY

Jurupa Valley

Chino

US 66

CA-83

SR-60

I-10

I-15

Euclid Avenue

0 0.5 1 2 3 4 Miles

N

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

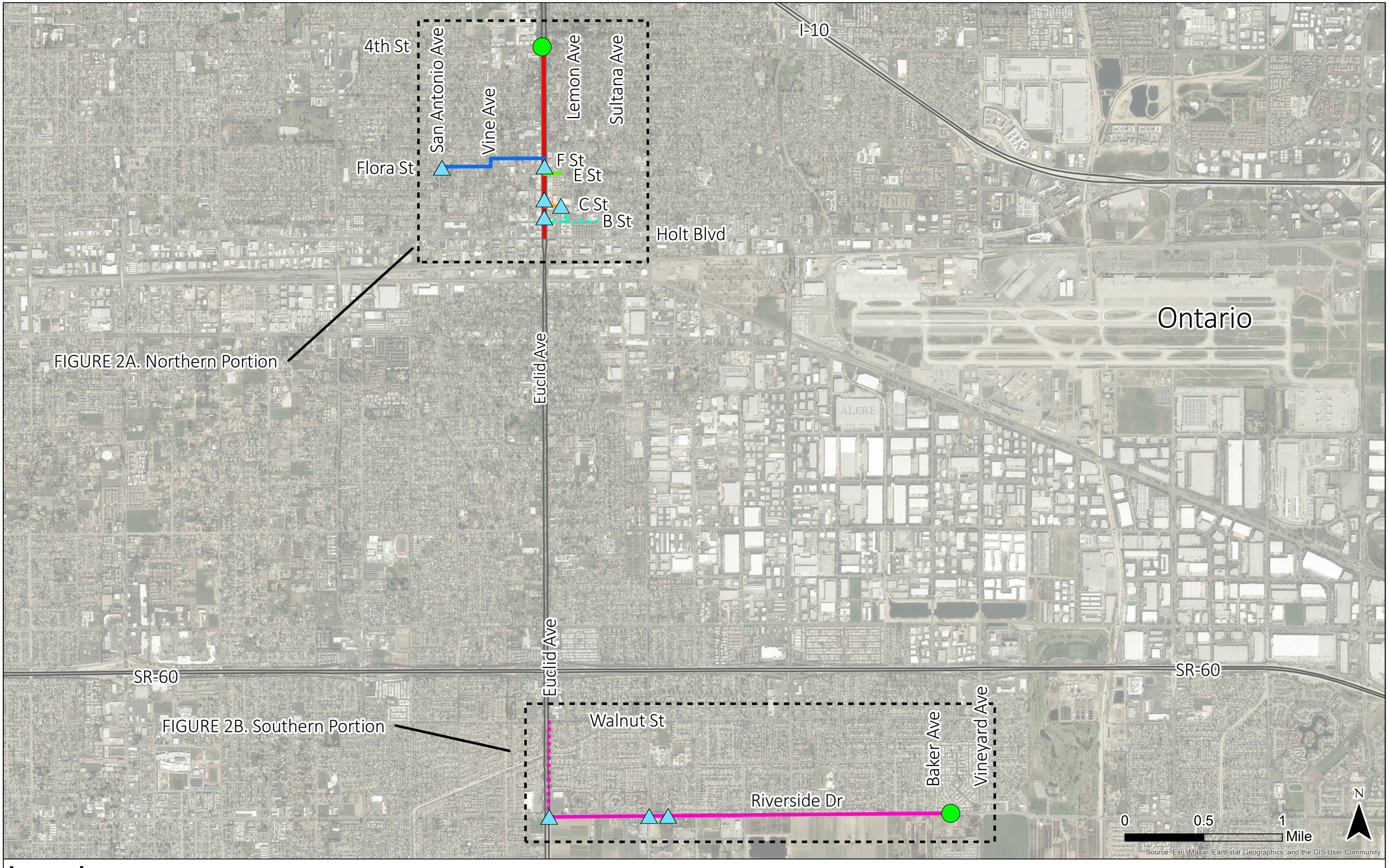
- Proposed Recycled Water Pipeline
- Highway
- San Bernardino County Limits
- Upland
- Rancho Cucamonga
- Ontario
- Montclair
- Jurupa Valley

Ontario Municipal Utilities Company

Euclid Avenue Recycled Water System Project

Figure 1. Regional Location Map

ARDURRA



Legend

- Recycled Water Lateral
- IEU Connection Point

Conversion of Existing Potable Water Pipeline to RW

- Segment 3
- Segment 6

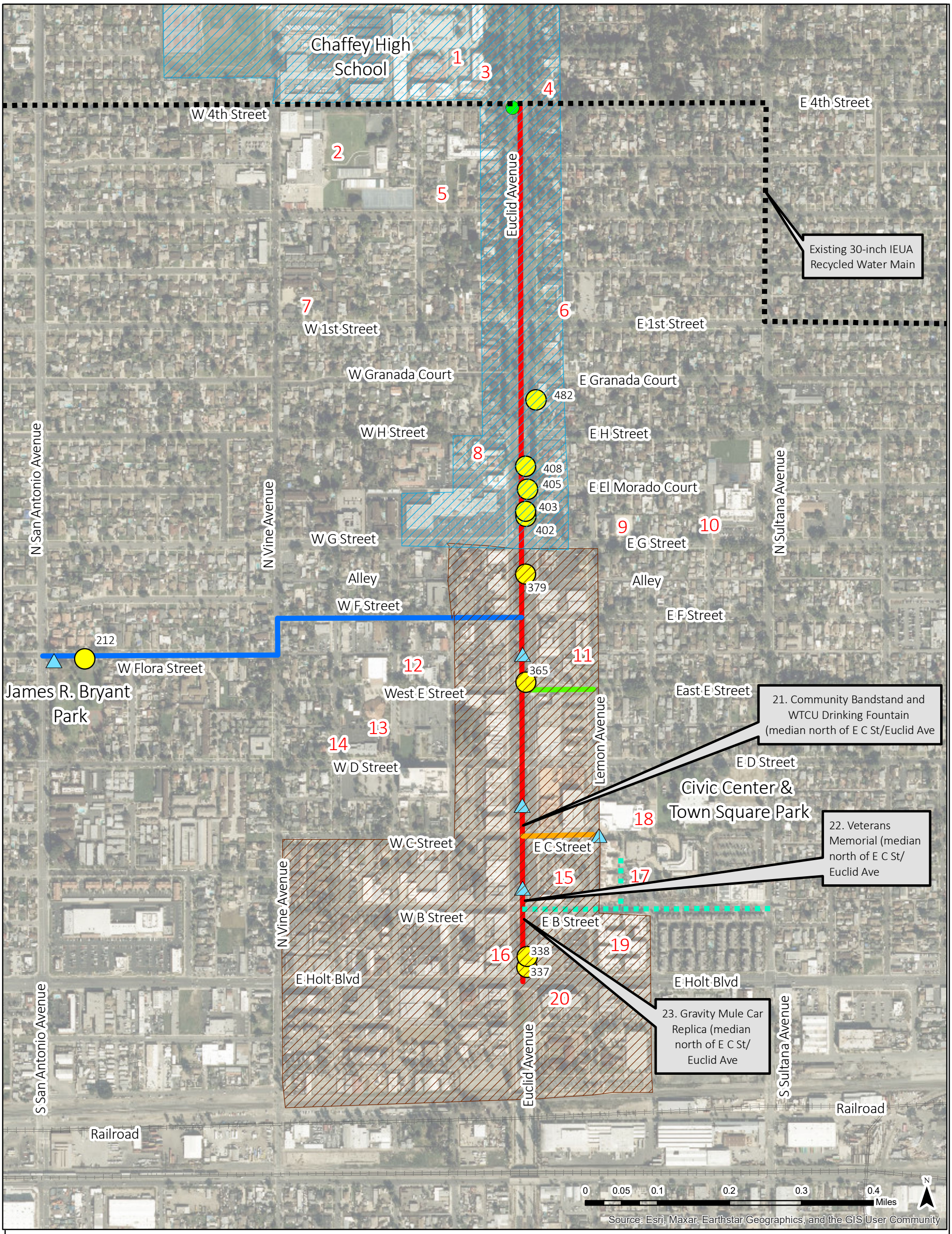
Proposed Recycled Water Pipeline

- Segment 1
- Segment 2
- Segment 4
- Segment 5
- Segment 6

Ontario Municipal Utilities Company
Euclid Avenue Recycled Water System Project

Figure 2. Local Vicinity Key Map

ARDURRA



Legend

Proposed Recycled Water Pipeline
- Segment 1
- Segment 2
- Segment 4
- Segment 5

Conversion of Existing Potable Water Pipeline to RW
- Segment 3

Ontario Downtown District

Euclid Avenue Historic District

Railroad

IEU Connection Point

Recycled Water Lateral

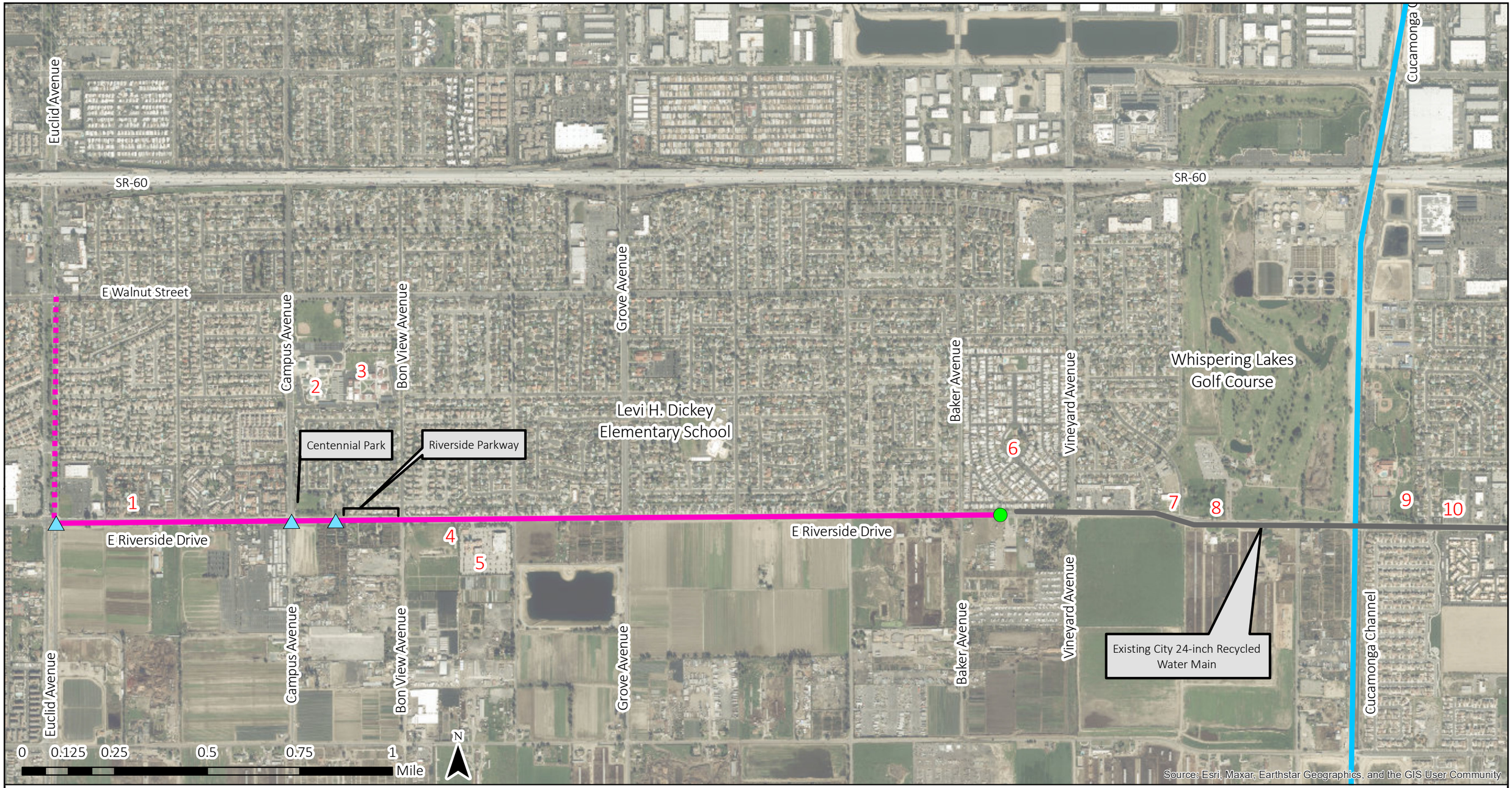
Proposed Tree Removal and Replacement

Surrounding Land Uses
1. Chaffey High School
2. Vina Danks Middle School
3. Chaffey Memorial Library
4. Champions at Euclid Elementary
5. Turciz Family Daycare
6. First United Methodist Church
7. New Apostolic Church
8. American Inn
9. First Lutheran Church Ontario
10. Central Language Academy
11. Ontario Veterinary Hospital
12. St. George Catholic Church
13. Ontario Park
14. St. George School
15. Ontario Town Square
16. Mule Car
17. Ontario Senior Center
18. Ovitt Family Community Library
19. Snyder Ontario Apartments Metro 102
20. San Antonio School

Ontario Municipal Utilities Company
Euclid Avenue Recycled Water System Project

Figure 2A. Northern Portion Local Vicinity Map

ARDURRA



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

- Existing City 24-inch Recycled Water Pipeline
- SR-60
- Segment 6: Proposed Recycled Water Pipeline
- Segment 6: Conversion of Existing Irrigation System to RW
- Connection Point to Existing City RW Pipeline
- Recycled Water Lateral
- Cucamonga Channel

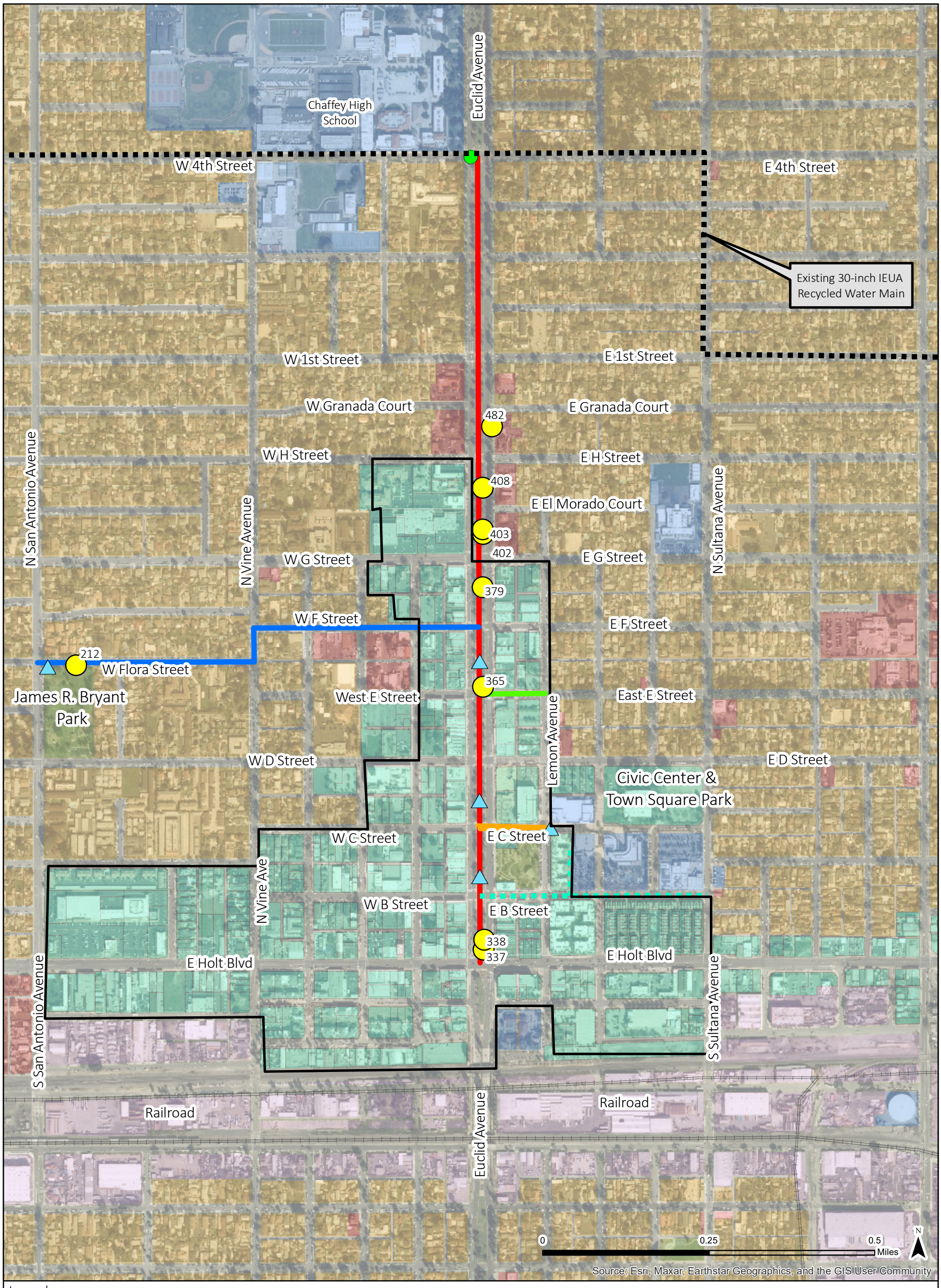
Surrounding Land Uses

1. Harris Place Apartments
2. Woodcrest Junior High School
3. Liberty Elementary School
4. Heavenly Care Daycare and Preschool
5. Banal Na Pag Aral
6. Country Meadows Mobile Home Park
7. Sunrise Children Center
8. Dog Park
9. Westwind Community Center
10. Live Oak Preschool

Ontario Municipal Utilities Company
Euclid Avenue Recycled Water System Project

Figure 2B. Southern Portion Local Vicinity Map

ARDURRA



Legend

Proposed Recycled Water Pipeline
- Segment 1
- Segment 2
- Segment 4
- Segment 5

Conversion of Existing Potable Water Pipeline to RW
- Segment 3

- IEU Connection Point
- Recycled Water Lateral
- Proposed Tree Removal
- Railroad Track

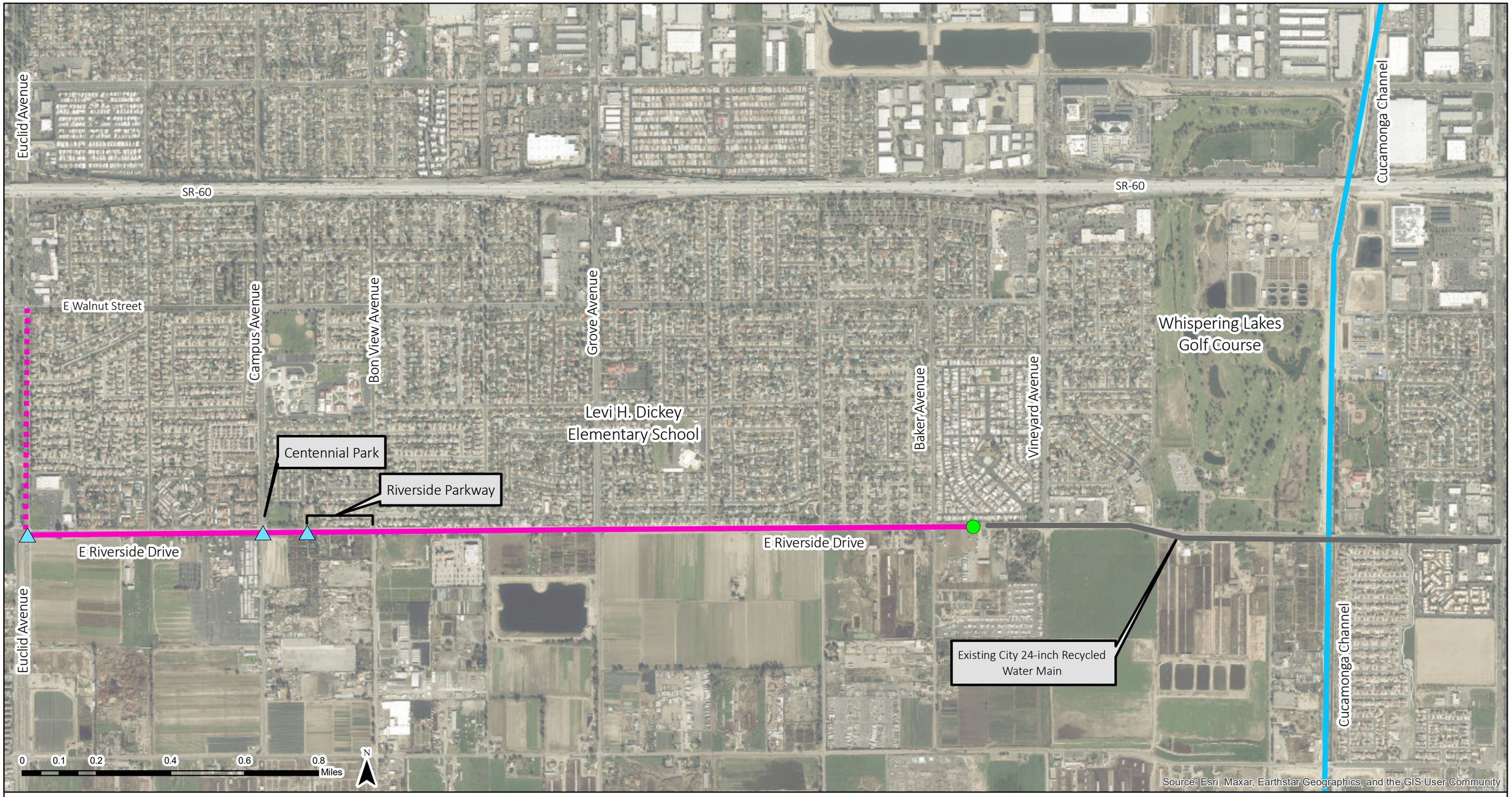
Land Use
- Residential
- Mixed Use
- Commercial
- Industrial
- Open Space
- Public Facility
- Rail

- Ontario Downtown Mixed-use Zone (MU-1)

Ontario Municipal Utilities Company
Euclid Avenue Recycled Water System Project

Figure 3A. Northern Portion Land Use Map

ARDURRA

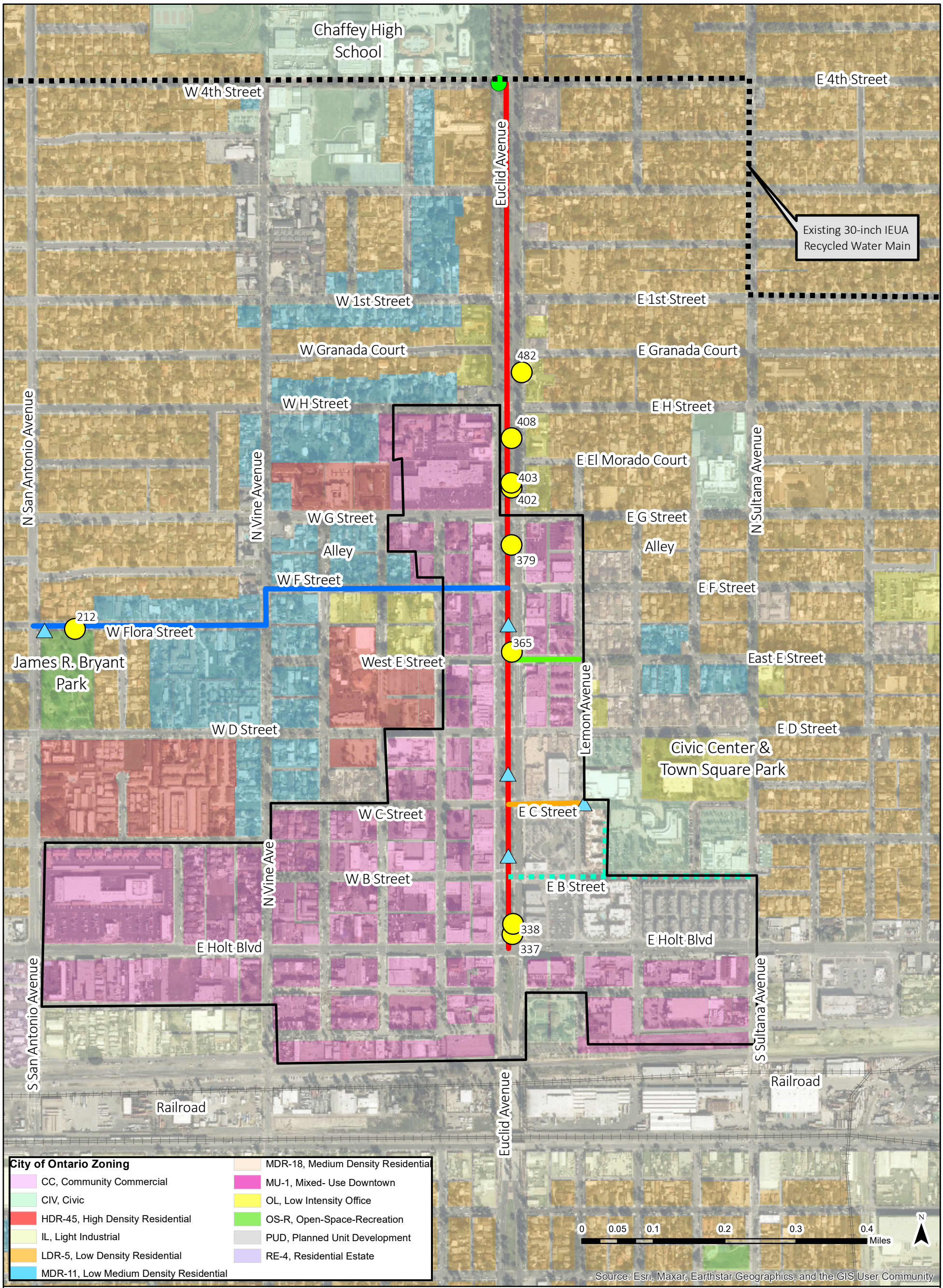


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Euclid Avenue Recycled Water System Project

Figure 3B. Southern Portion Land Use Map

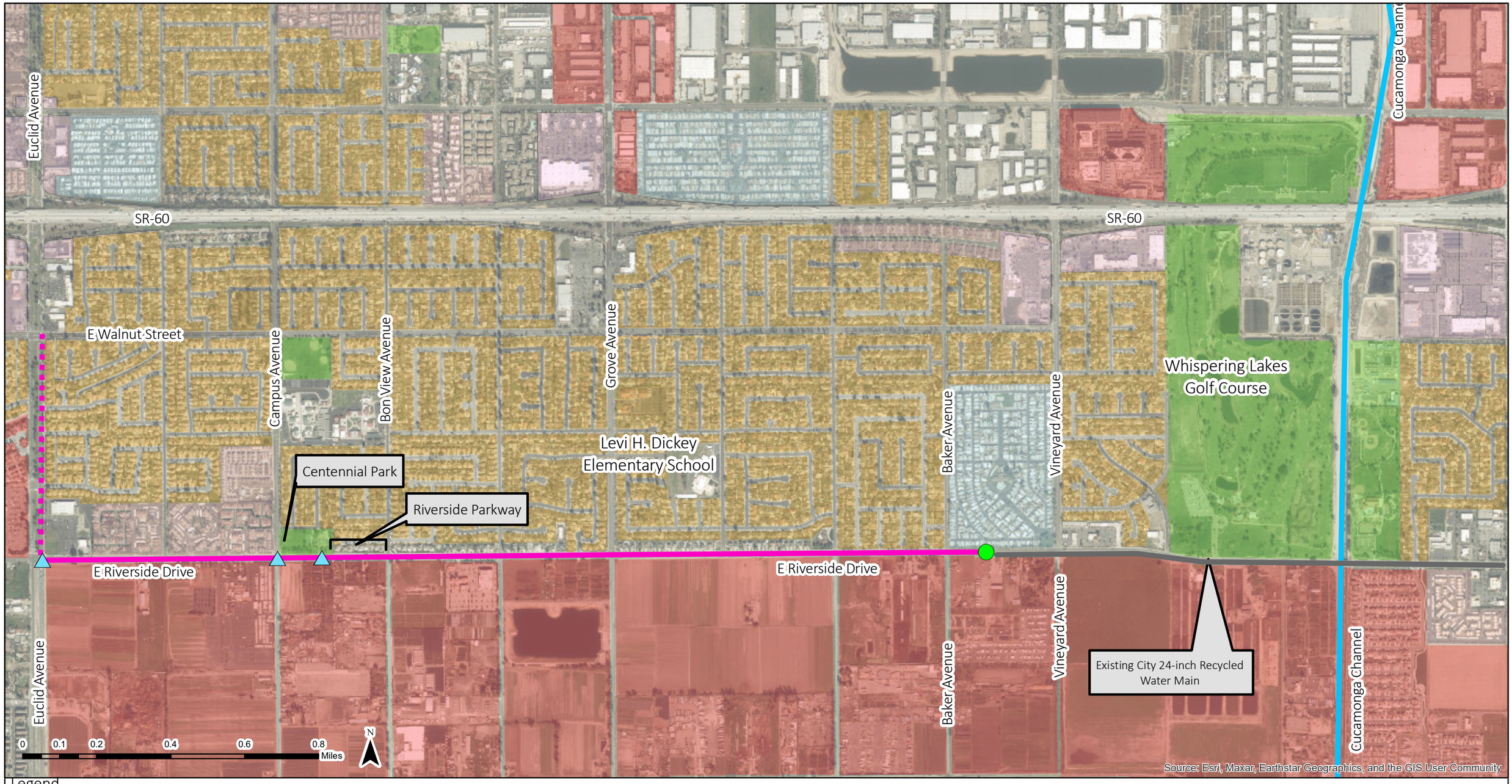
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Figure 4A. Northern Portion Zoning Map

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Legend

Proposed Recycled Water Pipeline
- Segment 6

Conversion of Existing Potable Water Pipeline to RW
- Segment 6
- IEU Connection Point
- Recycled Water Lateral

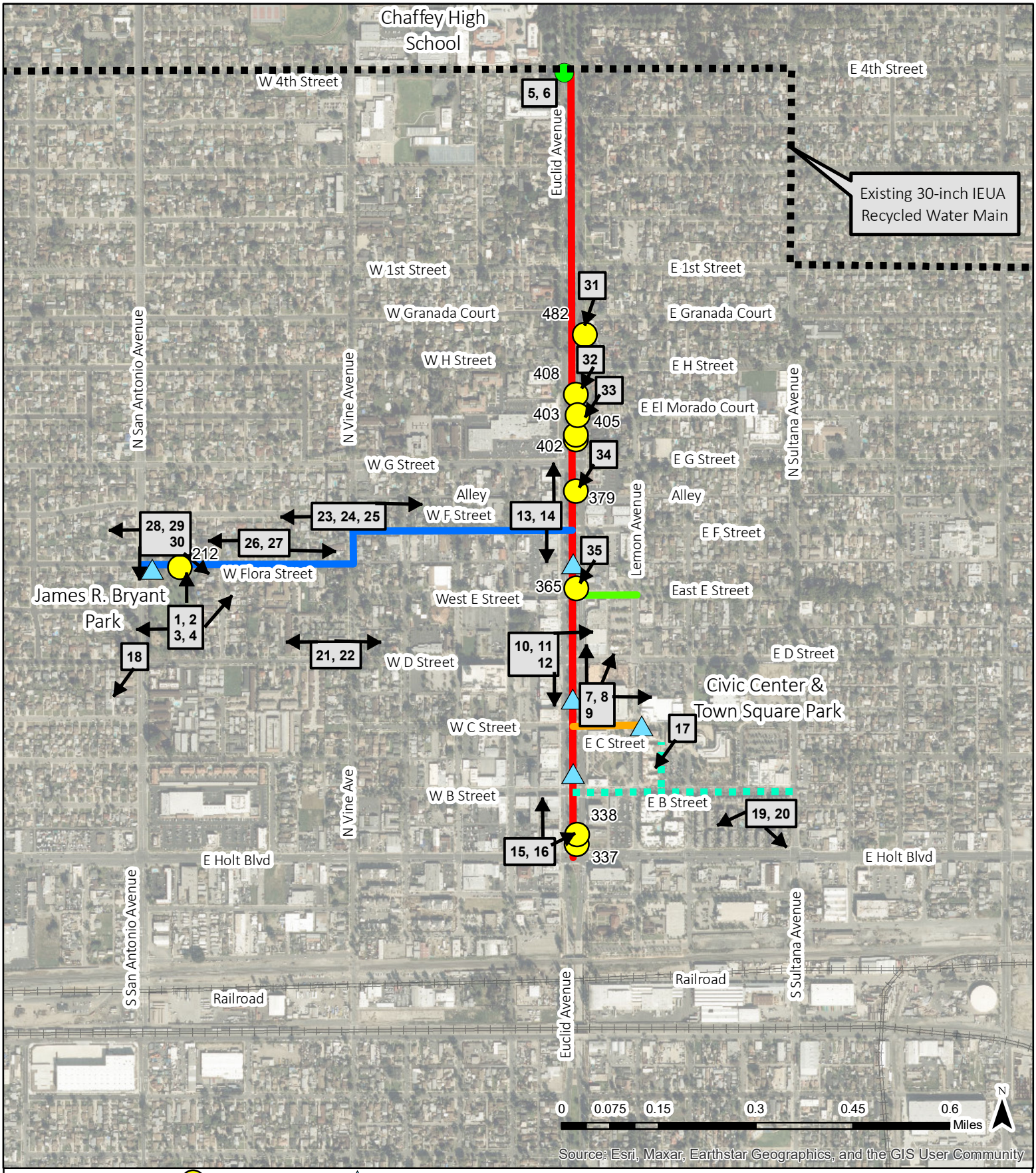
City of Ontario Zoning
- CC, Community Commerical
- LDR-5, Low Density Residential
- MDR-18, Medium Density Residential
- MHP, Mobile Home Park
- OS-R, Open Space- Recreation
- SP, Specific Plan

- Cucamonga Channel
- Existing City 24-inch Recycled Water Pipeline

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Euclid Avenue Recycled Water System Project

Figure 4B. Southern Portion Zoning Map

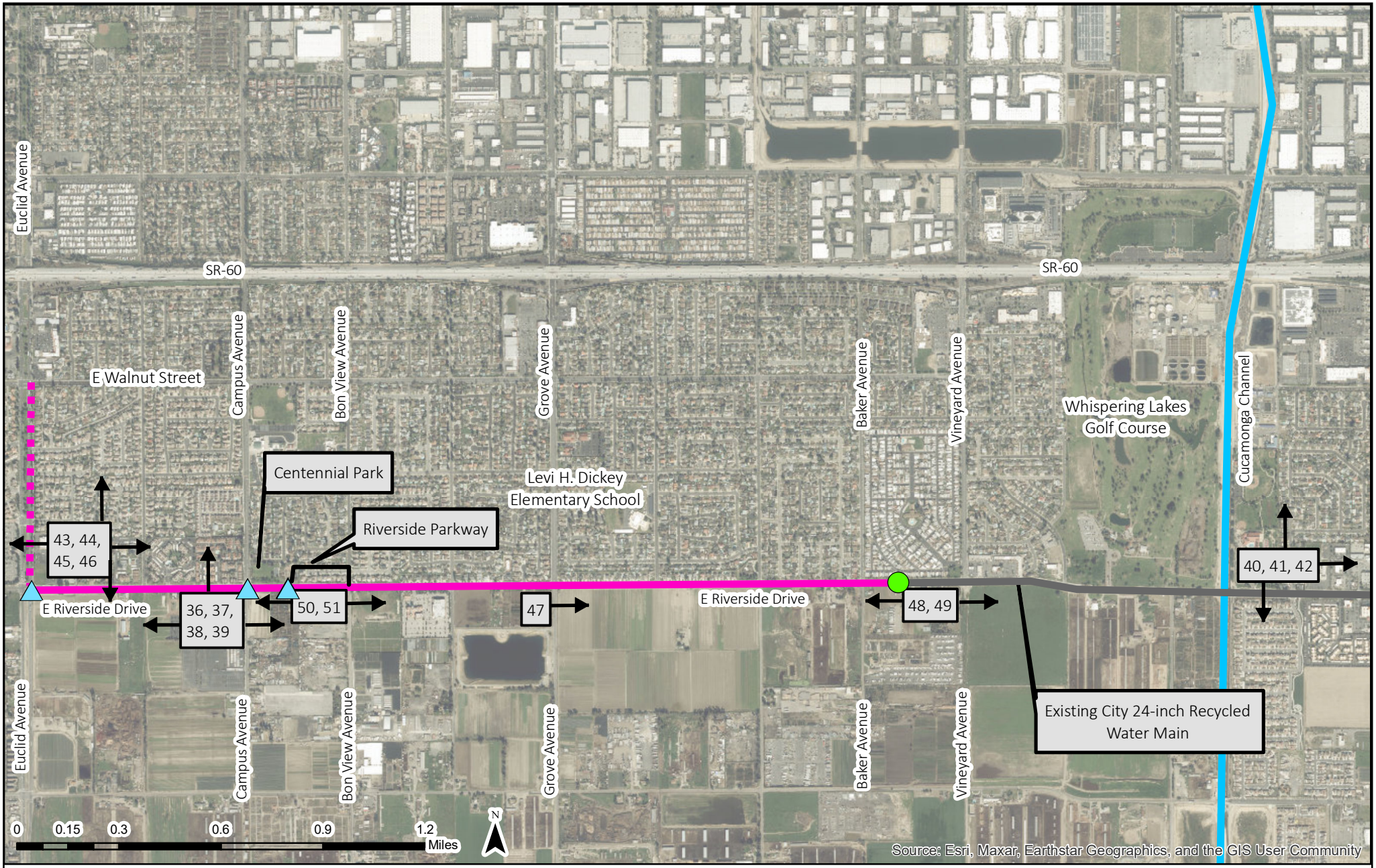
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Figure 5A. Photo Location Kep Map

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Figure 5B. Photo Location Key Map

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Photo 1: Looking North from James Bryant Park towards the park.



Photo 2: Looking Northwest from James Bryant Park at an existing restroom at the southern perimeter of the park.



Photo 3: Looking Northwest form James Bryant Park at the existing tot lot in the middle of the park.



Photo 4: Looking West from James Bryant Park at the westernmost tot lot within the park.



Photo 5: Looking North from Euclid Avenue and 4th Street.



Photo 6: Looking South from Euclid Avenue and 4th Street.



Photo 7: Looking East from Euclid Avenue and C Street.



Photo 8: Looking North from Euclid Avenue and C Street.



Photo 9: Looking Northwest from Euclid Avenue and C Street.



Photo 10: Looking East from Euclid Avenue and D Street.



Photo 11: Looking North from Euclid Avenue and D Street.



Photo 12: Looking South from Euclid Avenue and D Street.



Photo 13: Looking North from Euclid Avenue and F Street.



Photo 14: Looking South from Euclid Avenue and F Street.



Photo 15: Looking East from East Holt and Euclid Avenue.



Photo 16: Looking North from East Holt and Euclid Avenue.



Photo 17: Looking Southwest from Lemon Avenue and C Street.



Photo 18: Looking Southwest from San Antonio Avenue and D Street.



Photo 19: Looking Southeast from Sultana Avenue and B Street.

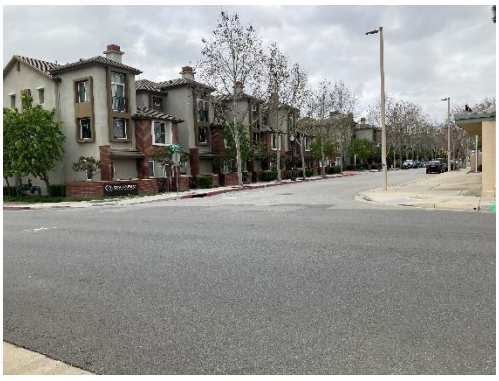


Photo 20: Looking Southwest from Sultana Avenue and B Street.



Photo 21: Looking East from Vine Street and D Street.



Photo 22: Looking West from Vine Street and D Street.



Photo 23: Looking East from F Street and Vine Avenue.



Photo 24: Looking Northwest from F Street and Vine Avenue.

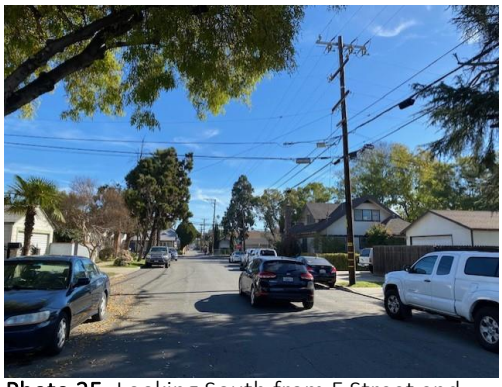


Photo 25: Looking South from F Street and Vine Avenue.

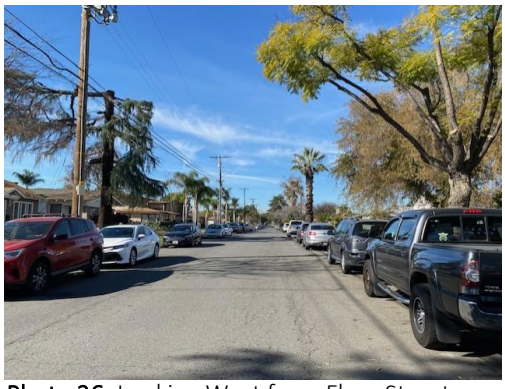


Photo 26: Looking West from Flora Street ROW.



Photo 27: Looking East from Flora Street ROW.



Photo 28: Looking South at James Bryant Park along Flora Street.



Photo 29: Looking West from Flora Street at existing water meter.



Photo 30: Looking Southeast from Flora Street at existing water meter.



Photo 31: Euclid Avenue at East Granada Looking South.

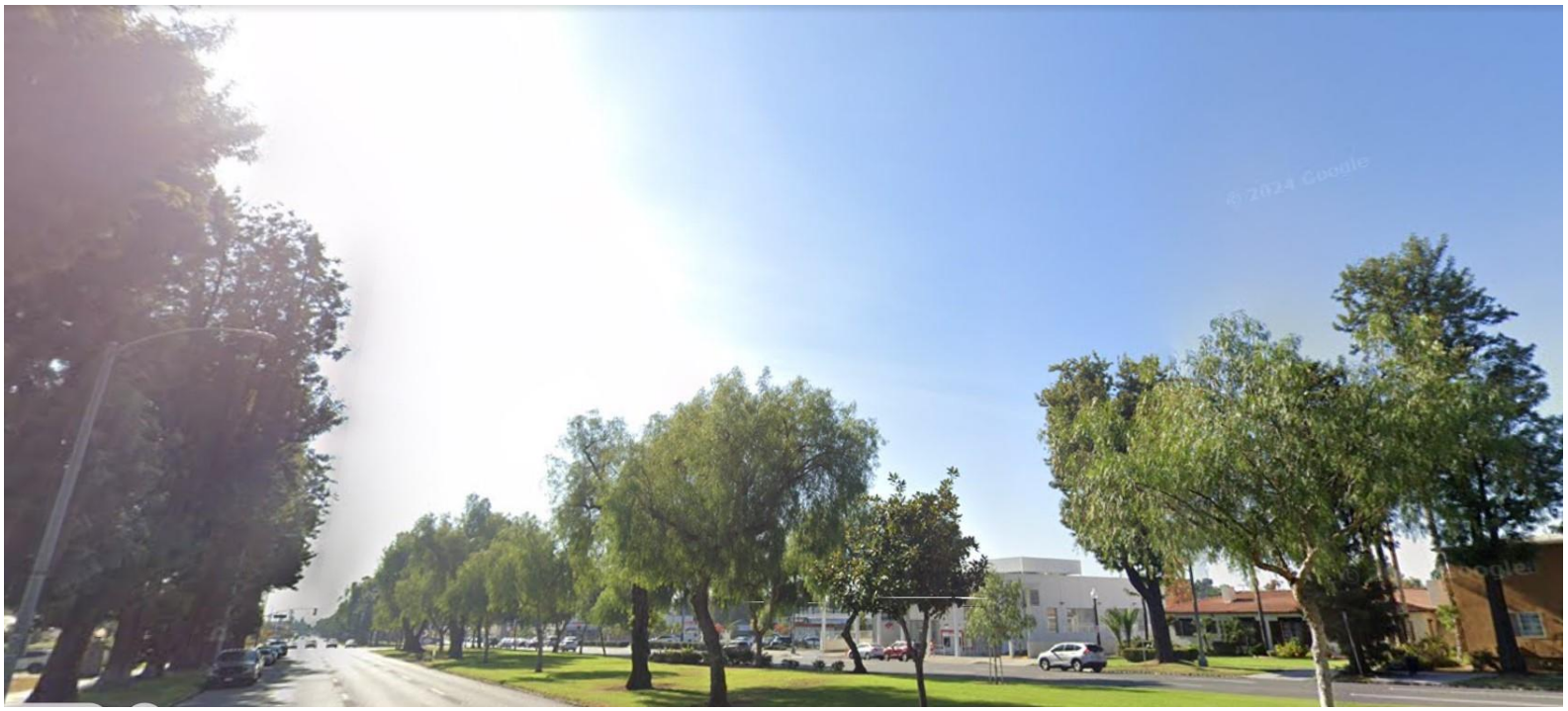


Photo 32: Euclid Avenue Northbound Lanes south of H Street Looking South.



Photo 33: Euclid Avenue Northbound lanes north of El Morado Ct looking South.



Photo 34: Euclid Ave Northbound Lanes South of G Street looking South.



Photo 35: Euclid Avenue Northbound Lanes North of E Street Looking South.



Photo 36: Looking East from Campus Avenue and Riverside Drive.

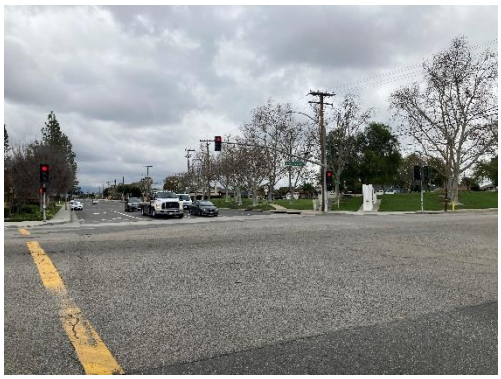


Photo 37: Looking Northeast from Campus Avenue and Riverside Drive.



Photo 38: Looking Southeast from Campus Avenue and Riverside Drive.



Photo 39: Looking West from Campus Avenue and Riverside Drive.



Photo 40: Looking East towards the Cucamonga Creek along the northern perimeter of Riverside Drive.



Photo 41: Looking Northeast towards the Cucamonga Creek along the southern perimeter of Riverside Drive.



Photo 42: Looking South towards the Cucamonga Creek along the southern perimeter of Riverside Drive.



Photo 43: Looking East from Euclid Avenue and Riverside Drive.



Photo 44: Looking North from Euclid Avenue and Riverside Drive.



Photo 45: Looking South from Euclid Avenue and Riverside Drive.



Photo 46: Looking West from Euclid Avenue and Riverside Drive.



Photo 47: Looking East from Grove Avenue and Riverside Drive.

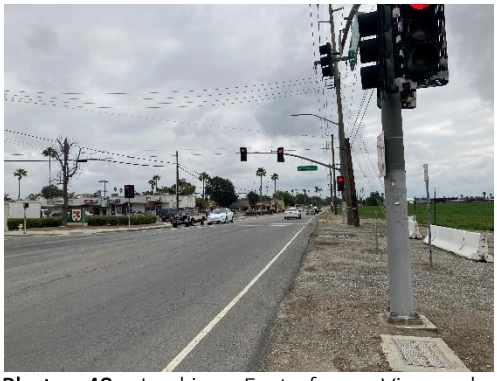


Photo 48: Looking East from Vineyard Avenue and Riverside Drive.



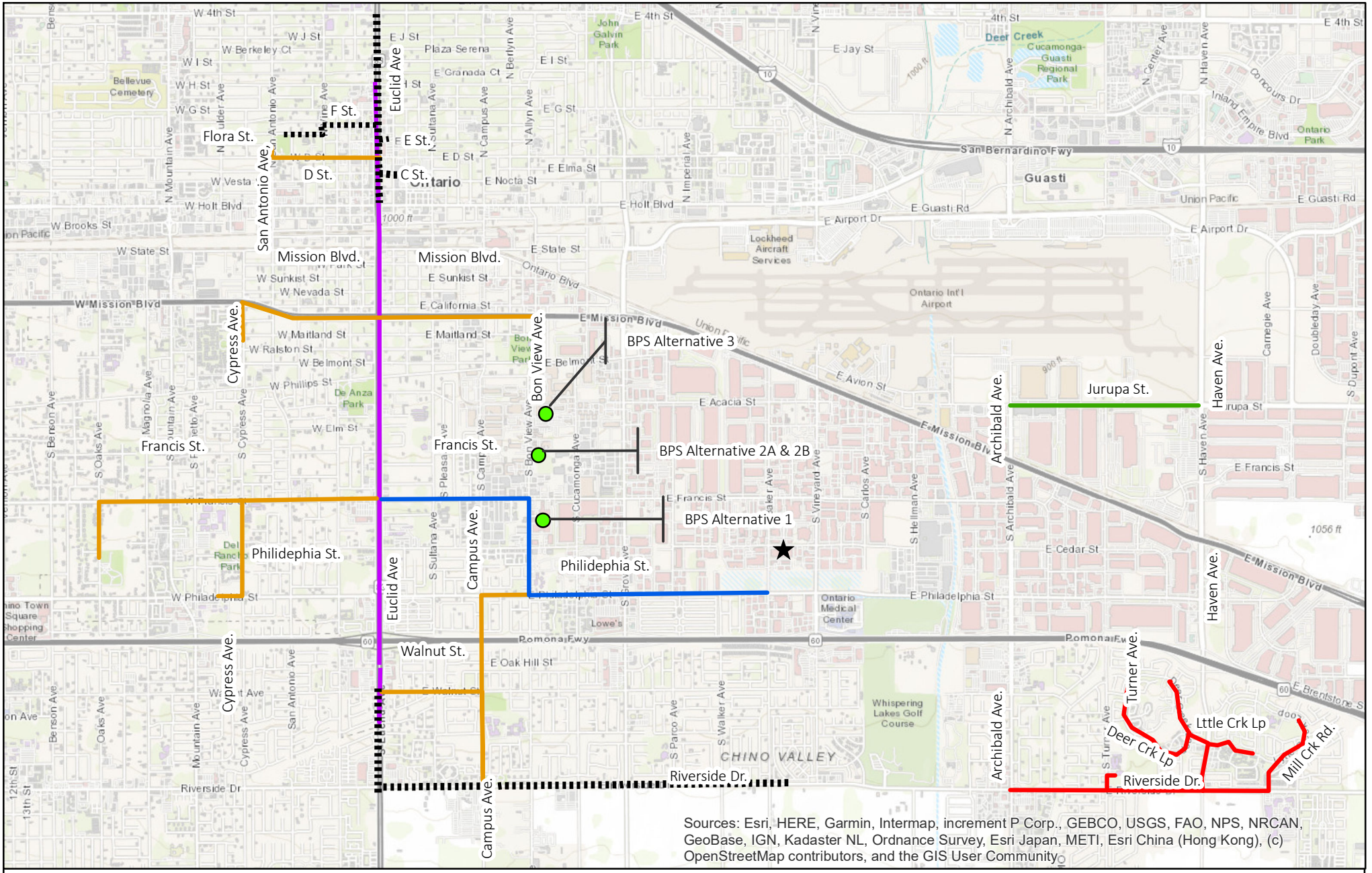
Photo 49: Looking West from Vineyard Avenue and Riverside Drive.



Photo 50: Looking East from Bon View and Riverside Drive.



Photo 51: Looking West from Bon View and Riverside Drive.



Legend

Previously Proposed Recycled Water Distribution:
- Euclid Ave. Alignment- Phase I &IIA
- Euclid Ave. Alignment- Phase IIB
- Booster Pump Station Alternatives- Phase IIC
- Proposed Recycled Water Pipeline UT1072
- Riverside Dr. Alignment
- Jurupa Street Alignment
- Euclid Ave. Alignment- Phase IIIA & IIIB
- IEUA Connection

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Euclid Avenue Recycled Water System Project

Figure 7. Recycled Water Distribution Project Phases and Components

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INITIAL STUDY

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a Lead Agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3) Once the Lead Agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4) Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The Lead Agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses" may be cross-referenced).
5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or another CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

a) Earlier Analyses Used. Identify and state where they are available for review.
b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7) Supporting Information Sources. A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.
8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9) The explanation of each issue should identify:
   a) the significance criteria or threshold, if any, used to evaluate each question; and
   b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ENVIRONMENTAL CHECKLIST – FORM F

Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
I. **AESTHETICS**. Except as provided in Public Resources Code Section 21099, would the Project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☒	☐	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☒	☐	☐
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐
II. **AGRICULTURE AND FORESTRY 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?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☒	☐
f) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the Project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐
IV. 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?	☐	☒	☐	☐
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?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan	☐	☐	☐	☒
g) 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?	☐	☐	☐	☒
V. CULTURAL RESOURCES. Would the Project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	☐	☒	☐	☐

Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐
VI. ENERGY. Would the Project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐
VII. GEOLOGY AND SOILS. Would the Project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☐	☐	☒
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐
VIII. GREENHOUSE GAS EMISSIONS. Would the Project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐
IX. 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?	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No 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?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☒	☐	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐
X. HYDROLOGY AND WATER QUALITY. Would the Project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☒	☐	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i. result in a substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv. impede or redirect flood flows?	☐	☒	☐	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐
XI. LAND USE AND PLANNING. Would the Project:				
a) Physically divide an established community?	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☒	☐	☐
XII. 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?	☐	☐	☒	☐
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?	☐	☐	☐	☒
XIII. NOISE. Would the Project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☒	☐	☐
c) For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	☐	☐	☐	☒
XIV. 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)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
XV. PUBLIC SERVICES. Would the Project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:	☐	☐	☐	☐
i) Fire Protection?	☐	☒	☐	☐
ii) Police Protection?	☐	☒	☐	☐
iii) Schools?	☐	☒	☐	☐
iv) Parks?	☐	☒	☐	☐
v) Other public facilities?	☐	☒	☐	☐
XVI. RECREATION.				
a) Would the Project increase the use of existing neighborhood and regional parks or other	☐	☐	☒	☐

Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒
XVII. TRANSPORTATION. Would the Project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?	☐	☒	☐	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☒	☐	☐
XVIII. 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	☐	☒	☐	☐
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐
XIX. UTILITIES AND SERVICE SYSTEMS. Would the Project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider, which serves or may serve the Project that it has adequate capacity to serve	☐	☐	☐	☒

Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
the Project's Projected demand in addition to the provider's existing commitments?				
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒
XX. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☒	☐	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒
XXI. MANDATORY FINDINGS OF SIGNIFICANCE. Would the Project:				
a) Does the Project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects.)	☐	☒	☐	☐
c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

curbs and sidewalks, Project plans indicate that construction setbacks will avoid most direct impacts and could result in potentially significant indirect impacts from ground vibration due to construction activities and use of heavy equipment near older structures. Indirect impacts such as settling and cracking of aesthetically important historical structures and CDF for the Euclid Avenue Historic Property is a potentially significant indirect impact. Therefore, the City's qualified archaeologist will mark buffer areas for CDF in the field prior to the start of construction and will monitor these areas during construction to protect CDF structures and features; marked buffers will facilitate qualified archaeological monitoring/reporting according to mitigation measures ***MM AES-01 through AES-06. MM CUL-01, and MM CUL-02*****.** The City's qualified archaeologist monitoring is required for any Project-related work within 25 feet of any structural CDF for Euclid Avenue Historic Property throughout mobilization and construction. Enforcement of these boundaries will reduce significant impacts to less than significant levels. This monitoring will include documentation and reporting on levels of significant indirect impacts to aesthetically important CDF and historical resources so that construction may be temporarily redirected, and restoration may be implemented after construction. This will reduce potentially significant aesthetic impacts to less than significant levels and maintain the historical integrity of the APE and Euclid Avenue.

Temporary staging, excavation, and pipeline construction that will also occur in paved and modern portions of City ROW, mainly within Segment 6, will not result in potentially significant impacts with the implementation of the City's Standard Specifications for Capital Improvement Projects and mitigation measures for the Project; plans for the Project show that these areas will be restored to pre-project conditions or better following pipeline construction pursuant to Ontario Engineering Standards. For the reasons above, less than significant aesthetic impacts will result from Project impacts.

Project laterals and connections to existing irrigation systems, as well as proposed maintenance to the existing irrigation systems, within the median of Euclid Avenue in Segment 1 require disturbance and shallow earthwork to accommodate 4-inch pipes and connections; lateral installations will require removal of up to 10 square feet of existing surfaces (affecting median turf, curb and gutter) within Ontario's historical and revitalization districts, Euclid Avenue Historic Property, and in the modern portions of the ROW as shown on Project plans. Levels of temporary impacts from the construction of laterals and irrigation system maintenance, where construction is within 25 feet of any historically sensitive areas, will be monitored throughout construction by the City's Archaeologist pursuant to MM CUL-01 and MM CUL-02. Likewise, levels of temporary impacts on trees and historically significant CDF, such as Armstrong Rose beds, during construction will be concurrently monitored by the City's Archaeologist and the City's Certified Arborist, who will have the authority to halt and temporarily redirect work if damage occurs. All areas that are temporarily disturbed during construction will be restored to pre project conditions after construction is complete according to Ontario Municipal Code requirements and mitigation measures for the Project. Implementation of **MM CUL-06** will require historical restoration of any damage from construction to historically significant structures according to applicable SOIS and City standards; therefore, direct impacts from construction of laterals and irrigation system maintenance are less than significant with mitigation.

Plans for the Project show proposed laterals constructed within the median with sufficient setbacks from the Bandstand, Mule Car and other structural CDF in the Segment 1 median as indicated in ***Table 6: Project Components (APE)***. Therefore, construction of laterals on the east side of the Euclid Avenue median and connections to the main in northbound Euclid Avenue will not result in significant direct impacts. Laterals are not proposed in areas where historical masonry is currently found along the boundaries of the median; therefore, construction of median laterals for the Project will not result in direct CDF impacts on historical masonry either in Segment 1 (Euclid Avenue ROW) or where modern curb, gutter, and sidewalk are located in Segment 6 (E. Riverside Drive ROW). The closest Project lateral to any CDF structure is adjacent to the east of the Band Stand (Segment 1) and construction of this lateral will be monitored by the qualified archaeologist according to mitigation measures for the Project.

Plans indicate Project construction is set back to avoid direct impacts on historically significant features and is still close enough to sensitive resources to require implementation of mitigation measures for establishing and monitoring construction buffers/and barriers so that construction vibration from tree maintenance, earthwork and use of heavy equipment will not damage sensitive resources. These areas will be restored to pre-project conditions if they are inadvertently damaged during construction. Any laterals installed in the Euclid Avenue median or ROW (Segment 1) north of E. G Street would require arborist and archaeologist monitoring to reduce potentially significant indirect impacts to less than significant levels.

Plans for the Project show recommended tree maintenance within the APE based on existing tree conditions within Segments 1 and 2. Tree tag numbers and existing conditions are listed in ***Table 7: Tree Maintenance Recommendations***. Locations of tree maintenance are depicted in ***Table 6: Project Components (APE), Figure 2A: Northern Portion of the Local Vicinity Map, Figure 5A: Photo Location Key Map, and Figure 6: Site Photos.*** Each tree removal will require an approximate 20 square-foot area of disturbance. Not more than three trees within a city block will be removed and replaced for maintenance. A total of ten (10) Heritage Trees are recommended for consideration of immediate removal with the Project; these are in the north part of the Project (Segments 1 and 2). Within the Euclid Avenue ROW and HPTMP, between E. Holt Boulevard and Granada Court, eight (8) trees that are adjacent to the northbound lanes of Euclid Avenue (along the eastern boundary of the median); one (1) parkway tree east of the northbound lanes of Euclid Avenue (south of E. Granada Court) are recommended by the arborist for removal. One (1) immediate tree removal/replacement is proposed on W. Flora Street near the northwest corner of James R. Bryant Park within Segment 2. Heritage Tree maintenance proposed north of E. G Street (see ***Figures 2A and 5A***) are adjacent to masonry curb and gutter and will require archaeological monitoring in addition to arborist monitoring because these areas are defined as CDF for the Euclid Avenue Historic Property. Mitigation measures also prescribe careful removal of these features prior to construction, storage during construction, and replacement by a qualified contractor after construction to reduce potentially significant impacts from damage to less than significant levels. Due to proximity with historical masonry and the sizes of these trees, it is recommended that the City hire a qualified arborist and archaeologist to monitor Project construction along Euclid Avenue north of G Street so that impacts to CDF are minimized; a contractor specializing in historical masonry restoration would be also hired by the City to restore CDF pursuant to the HPTMP if damage occurs during Project construction. Mitigation Measures requiring qualified archaeological and arborist monitoring for tree work and construction will be required within proximity (25 feet of CDF) and within the PRZ/TPZ to reduce indirect impacts to less than significant levels. The archaeologist monitor should determine if CDF structures should be removed prior to construction, safely stored, and replaced after construction. Should damage to any CDF occur, the City shall provide a qualified contractor who specializes in historical masonry to repair/replace damaged CDF pursuant to mitigation measures ***MM CUL-05 and CUL-06***.

A Landscape Replacement Plan has been prepared for the Project by KTUA Landscape Architects showing in-kind tree replacements in 60-inch box containers. Proposed tree replacements within the Euclid Avenue ROW (median and parkway) are at a ratio of 1:1 to retain the original layout of the Euclid Avenue ROW pursuant to HPTMP guidelines (outlined in Section 1.1 Regulatory Guidelines for the HPTMP). The Project will implement mitigation and monitoring pursuant to ***MM AES-01 through MM AES-06 and CUL-05 and CUL-06*** by a qualified arborist and archaeologist. Monitoring for tree removals, replacements, and three-year post construction monitoring of trees that have been trimmed or replaced with the Project is required pursuant to the MMRP. Ontario's tree ordinance requires full mitigation for the Project in the form of tree replacement to be equal to the size of removed trees measured by the circumference of the tree trunks and equaling 339.5 inches. Implementation of Ontario's Heritage Tree Replacement (Ontario Dev. Code 6.05.020 J) will require additional tree planting and proper irrigation instructions shown on the final Landscape Replacement Plan for the Project pursuant to mitigation measure ***MM AES-01 through MM AES-06 and CUL-01 through CUL-06***.

Implementation of the mitigation measures for the Project will protect CDF within the APE and Local Vicinity and will reduce significant impacts on aesthetic resources to less than significant levels.

a) *Have a substantial adverse effect on a scenic vista?*

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. The Project will provide sustainable landscape irrigation for public open space, Euclid Avenue Historic Property, Civic Center Area, and parks in perpetuity; it is intended to permanently support community views that are designated as scenic vistas in the Ontario Plan.

Plans for the Project have been designed to avoid the most significant impacts on aesthetic resources. Project construction without mitigation measures has the potential to result in direct and indirect damage to aesthetic resources. Damage to these resources is a potentially significant impact. To prevent damage from staging, excavation, equipment use, and tree removals during construction, the Project will implement mitigation measures ***MM AES-01 through MM AES-06 and MM CUL-01 through MM CUL-06***; mitigation measures for the Project will reduce impacts by protecting historical resources and trees in place with buffers and monitoring. If damage should inadvertently occur, restoration is required pursuant to these mitigation measures. Therefore, impacts on visual resources that contribute to a scenic vista during construction will be less than significant with mitigation. In areas with resources that are not defined as sensitive historical resources, CDF, and Heritage Trees, the Project will result in less than significant temporary impacts, because these areas, although disturbed during Project construction, will be restored to pre-project conditions after construction is complete according to plans for the Project, the MMRP, and the standard application of Ontario's Municipal Code.

Proposed tree maintenance , removal of ten trees) that will be implemented as maintenance with the Project, will require replacement trees. Project plans indicate these replacements will be large and mature, in 60-inch boxed containers. Plans for the Project indicate tree replacement species have been selected due to their consistency with the original plan for Euclid Avenue, suitability to the Project setting, and specific locations of replacement within parkways to avoid long-term conflict with utilities and improvements. The HPTMP allows tree replacements for maintenance of the Euclid Avenue Historic Property if approved by the City of Ontario's Planning Director or authorized representative. The final tree replacement plan for the Project will be evaluated and approved by the City for species suitability and compliance with the Euclid Avenue HPTMP, per mitigation measure ***MM AES-05: Tree and Landscaping Replacement Plan.*** Tree replacements will be implemented according to available space and to avoid conflicts with existing improvements and utilities. In addition, Ontario's Municipal Code allows Heritage Tree replacements that are consistent with existing conditions according to the measured size of the trunk of the trees removed, and as approved by the Planning Director, to closely replicate existing tree canopy. The City will implement monitoring by a qualified arborist and archaeologist within proximity to CDF during construction. If damaged during construction, CDF will be restored according to SOIS standards by the City's qualified contractor as outlined in the MMRP. Three-year post construction monitoring will also be required to document long-term tree health.

For the reasons above, Project impacts are less than significant with mitigation on a scenic vista.

MITIGATION:
MM AES-01: Certified Arborist.
MM AES-02: Tree Protection During Construction.
MM AES-03: Tunneling.
MM AES-04: Hydro Excavation.
MM AES-05: Tree and Landscaping Replacement Plan.
MM AES-06: Protection in Place and Construction Monitoring for CDF and Historic Structures.

MM CUL-01: Archeological Monitoring.
MM CUL-02: Vibration Monitoring.
MM CUL-03: Worker Environmental Awareness Training.
MM CUL-05: Protection and Restoration of Masonry and Structures.MM CUL-06: Historical Restoration.

b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. The Project is not located near a state scenic highway. There are no rock outcroppings near the Project. The Project does not propose substantial direct permanent changes to historic buildings or structures. Monitoring for indirect impacts is required by the MMRP and significant impacts from Project construction will be repaired pursuant to Ontario's Municipal Code, SOIS requirements outlined in the HPTMP, and MMRP for the Project. The Project will install underground improvements within the City ROW and will replace hardscape and landscaping that must be temporarily removed for construction. Trees, hardscape and street surfaces will be reestablished to pre-project conditions and according to Ontario's Municipal Code upon completion of construction. The Project will implement Ontario's Tree Ordinance and the Historic Resources Ordinance, including the HPTMP for the Euclid Avenue Historic Property. The Project will implement mitigation measures ***MM AES-01 through MM AES-06, MM CUL-01 through MM CUL-06*** to minimize damage to trees and other CDF within the Euclid Avenue ROW, Euclid Avenue Historic Property, and the established and planned historic districts. Therefore, Project impacts on scenic resources including the Euclid Avenue Historic District, will be reduced to less than significant levels.

MITIGATION:
MM AES-01: Certified Arborist.
MM AES-02: Tree Protection During Construction.
MM AES-03: Tunneling.
MM AES-04: Hydro Excavation.
MM AES-05: Tree and Landscaping Replacement Plan.
MM AES-06: Protection in Place and Construction Monitoring for CDF and Historic Structures.
MM AES-07: Permanent Above-grade Equipment
MM CUL-01: Archeological Monitoring.
MM CUL-02: Vibration Monitoring.
MM CUL-03: Worker Environmental Awareness Training.
MM CUL-05: Protection and Restoration of Masonry and Structures.
MM CUL-06: Historic Restoration.

c) *In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?*

DISCUSSION OF EFFECTS:
Less than Significant Impact. See Section 1.3, Discussion of Effects a) through b). The Project is proposed within an area that is currently urbanized and has been urbanized for decades; Euclid Avenue ROW, which comprises most of the APE for the Project, has served as an important regional gateway and transportation route for approximately 143 years, since 1882. Urbanization of adjacent areas occurred concurrently with the establishment of Euclid Avenue and have undergone numerous modifications, infrastructure improvements and maintenance involving aesthetic resources that contribute to the visual character and public views regulated by

the Ontario Municipal Code. Therefore, the APE and Local Vicinity include many resources that have been modified and remain important to visual character and quality public views within Ontario.

The Project is being implemented to sustainably maintain public parks and open space associated with visual character and quality of public views. The Project is designed to avoid the most significant impacts on features that comprise visual character and quality of public views in the Local Vicinity. Project construction in the northern portion of the Project has the potential to conflict with code requirements that are established for revitalization and the preservation of historical resources, landscaping, and Heritage Trees. The Project will implement mitigation measures to protect aesthetic resources in place and reduce potentially significant impacts to less than significant levels so that the important historic resources and mature landscaping found within the APE and surrounding areas are safeguarded and retained.

The southern portion, the Project is adjacent to the north of land that is currently in agricultural use and is zoned for future development. The Project will extend the Ontario recycled water system with infrastructure improvements below ground surface in a manner that is consistent with Ontario's General Plan objectives and approved plans for expanded use of recycled water for irrigation of public open space. Therefore, the Project will not conflict with planned future development and will not result in conflicts with Ontario's regulations. There will be no potentially significant impacts in this regard.

The Project proposes infrastructure improvements designed to avoid the most significant impacts to scenic quality and public views; it will be constructed at a rate of approximately 60 to 80 linear feet of pipeline daily and existing surfaces will be returned to pre-Project conditions once construction is complete. During construction, the Project will implement mitigation measures that are recommended to protect resources that comprise scenic quality and public views of the APE and surrounding areas. If any resources are damaged during construction inadvertently, restoration is required pursuant to standards established in the Ontario Municipal Code. Permanent improvements will be either at ground level or below ground surface and will not be highly visible from publicly accessible vantage points.

The Project will replace 10 Heritage Trees that are currently in poor health in a manner that is consistent with Ontario's Municipal Code and will replant new trees in conformance with Ontario's Heritage Tree Ordinance and the HPTMP for the Euclid Avenue Historic Property. Replanted trees will blend with existing conditions shown in ***Figure 6: Site Photos.*** Project plans indicate that replacement trees will replicate the trunk diameter and canopy of existing trees closely as possible. Replacement tree species that are visually consistent with existing conditions and considered fast-growing (up to 3-feet per year) are shown on the landscape replacement plan for the Project. Replacement trees will be planted within the ROW for Euclid Avenue in a manner that is consistent with the existing landscape plan layout as shown and described in the HPTMP; therefore, significantly modified public views will not result from construction. The Project will achieve goals and policies of the GP for sustainable use of recycled water for irrigation, construction of recycled water infrastructure, and proper maintenance of the Euclid Avenue Historic Property and other parks and open space maintained by Ontario. The Project will implement requirements of Ontario's Municipal Code related to conversion of landscape irrigation from potable water to recycled water, historic preservation, and tree maintenance.

For these reasons stated above, less than significant impacts will occur.

MITIGATION:
None required.

d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

DISCUSSION OF EFFECTS:

Less Than Significant Impact. Project implementation will not permanently change land use or construct new highly visible structures, or permanent sources of light and glare. During construction the Project could introduce temporary and non-substantive new sources of light and glare in the APE and Local Vicinity associated with construction activities, equipment, traffic, and detours. These new sources will be temporary and intermittent; they are not substantial based on the types and quantities of equipment and size of construction crew that will be needed to construct 60 to 80 feet of pipeline daily. Nighttime construction is not proposed; it would be avoided when possible and would be implemented pursuant to state and local standards, which require downlit work areas and barriers to protect sensitive land use.

As a result, the Project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. Therefore, less than significant impacts are anticipated from the Project implementation.

MITIGATION:

None required.

2. AGRICULTURE AND FORESTRY RESOURCES

2.1 Regulatory Compliance

The California Land Conservation Act or Williamson Act

The California Land Conservation Act or Williamson Act was established after World War II in response to increasing conservation pressures on agricultural lands. The Act allows local agencies to contract with private landowners, allowing reduced property tax in exchange for restricted use of land for agriculture or open space. In 1965, Assembly Bill 1227 was enacted to establish a contract process to manage the rate of conservation of agricultural lands to urban uses. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation. As an optional model to use in assessing the quality of agricultural land and level of impacts on agriculture and 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 carbon measurement methodology providing in Forest Protocols adopted by the California Air Resources Board.

Farmland Mapping and Monitoring Program

The California Natural Resources Agency is tasked with preserving, protecting, and maintaining California's natural, cultural, and historic resources. As a result, the California Department of Conservation (CA DOC) manages the Farmland Mapping and Monitoring Program, which provides a map of farmland resources throughout California according to the following classifications: Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance, and Urban and Built-Up Land. See "Definitions" Section for more information.

City of Ontario

Under The Ontario Plan and in the GP EIR, there currently is no land designated for agricultural use. Existing agriculture uses are allowed but continue as non-conforming uses according to City Policies ER-5.3: Right to Farm and ER-5.4: Protection of Existing Farms and Sensitive Areas. Prior to adoption of The Ontario Plan, Ontario adopted the Agricultural Overlay Zoning District, Section 9-1.2700 into the Municipal Code, which allowed land to be utilized for agricultural purposes within the Ontario Ranch subareas until development could be approved; new construction within the Agricultural Overlay Zone, except for agricultural-related activities, required adoption of a Specific Plan. The closest agricultural to the Project is to the south and southwest of E. Riverside Drive on land designated as Specific Plan on Ontario's Zoning Map (See ***Figure 4B***), which indicates the urbanization of these areas has been approved by Ontario.

2.2 Existing Conditions

Agriculture was the primary land use when the City of Ontario was first incorporated; this included dairy farms, citrus, and vineyards. According to The Ontario Plan, Ontario's total farmland within city limits is approximately 2,342 acres with the closest farmland primarily south of E. Riverside Drive, south of paved ROW as shown on ***Figure 4B***.

The Project will construct water mains to extend Ontario's recycled water system and will provide connections within developed public ROW to convert existing irrigation systems on developed parcels from potable water to recycled water. In the north part of the Project, Ontario's Downtown District, urbanization began in the late 1800's and this area is completely urbanized. Land protected under the Williamson Act within city limits is primarily found south of E. Riverside Drive, directly adjacent to the paved ROW of eastbound E. Riverside Drive, Specifically, south of the intersections of E Riverside Drive with S. Baker Avenue and at S. Cucamonga Avenue. Areas south of the Project along E. Riverside Drive are zoned for Specific Plan land use indicating Ontario's intent to approve development in these areas in the future.

2.3 Project Impacts

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

DISCUSSION OF EFFECTS:

No Impact. The Project will extend Ontario's recycled water system within paved and developed ROW in conformance with The Ontario Plan and approved WMP, CIP, and GP EIR. The extension of Ontario's recycled water system has been considered and approved by Ontario's decision makers under certified GP EIR and approvals for The Ontario Plan (ONT, 2022), and Recycled Water Master Plan Update (ONT, 2020). The Project will not result in additional changes to zoning or the Zoning Code or Ontario's Municipal Code beyond what has already been considered in the GP EIR. The Project will convert existing irrigation systems for landscaping from potable water to conserve potable water supplies. The closest Project construction to agriculture will be in eastbound ROW of E. Riverside Drive, which is adjacent to the north of existing agricultural land use and will not convert Farmland to non-agricultural use.

Temporary construction will be isolated within existing paved ROW for Euclid Avenue, E. Riverside Drive and city parks/open space located north of existing agriculture and will not result in direct impacts. Likewise, there will not be temporary indirect impacts such as runoff or emissions affecting agriculture to the south of the APE due to the standard application of Ontario's Municipal Code requirements and the MMRP for the Project. During construction the Project will implement an MMRP including mitigation measures to acceptably stabilize disturbed soils, minimize erosion and protect surface water quality during earthwork by managing fugitive dust, air emissions from equipment idling, stabilizing disturbed soils with covering or watering (see ***MM AQ-01, AQ-02, GEO-03 through GEO-05, and HYDRO-01***). Upon completion of construction, surfaces will be restored to pre-project conditions. Therefore, the Project will not have indirect impacts on Farmland.

There will be no cumulative impacts or growth inducement from the Project affecting Farmland due to consistency with The Ontario Plan. The Project is an alternative to the previously approved City of Ontario RWDS Project. No agricultural impacts would result from Project implementation beyond what is already identified in Ontario's GP EIR, Land Use Map, and in approved regional plans for this area.

For these reasons, no Project impacts on Farmland will occur, and Project implementation will not result in conversion of agricultural land to other uses or growth beyond what has already been considered and approved in The Ontario Plan. No impacts are anticipated; therefore, no Mitigation Measures are needed.

MITIGATION:
None required.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

DISCUSSION OF EFFECTS
No Impact. According to the Ontario Plan, the Project is adjacent to the north of existing zoning for agricultural use, or a Williamson Act contract, which are on the southside of E. Riverside Drive. Due to the proximity of agricultural land uses, the Project will implement the MMRP during Project construction (See ***MM AQ-01: Fugitive Dust Control, MM AQ-02: Exhaust Emissions Control, MM GEO-03: Stored Backfill, MM GEO-04: Excavated Areas, MM GEO-05: Disturbed Soils, HYDRO-01: SWPPP, NOI-01: Construction Noise, and TRAF-01: Traffic Control Plan*** to minimize indirect impacts from dust, air emissions, erosion, noise, and traffic to less than

significant levels ; therefore, Project related temporary construction impacts will not affect adjacent areas and active construction will be isolated within the public ROW.

As a result, the proposed Project will not conflict with existing zoning for agricultural, or a Williamson Act contract. No impacts are anticipated; therefore, no Mitigation Measures are necessary.

MITIGATION:
None required.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

DISCUSSION OF EFFECTS:
No Impact. There are no areas designated as forest land or timberland within the city limits of Ontario, as defined under Public Resources Code Section 12220(g) (see "Definitions" Section). The Project will implement the policies outlined in The Ontario Plan for replacement of potable water with recycled water for irrigation, which is also reflected in regional plans; therefore, the Project will not conflict with existing zoning or cause rezoning either directly or indirectly. The Project will have no impacts related to existing zoning or rezoning of forest land or timberland. No Mitigation Measures are needed.

MITIGATION:
None required.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

DISCUSSION OF EFFECTS:
No Impact. The Project will fulfill Ontario's approved policies for increased availability of recycled water for landscape irrigation within existing public open spaces. The Project is intended to support the full implementation of the land use patterns approved in The Ontario Plan Land Use Map and would not result in loss of forest land or conversion of forest land beyond what has already been considered and approved in city and regional plans for this area. For these reasons, no impacts involving loss or conversion of land labeled as Forest will result from Project implementation. No Mitigation is not needed.

MITIGATION:
None required.

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.

DISCUSSION OF EFFECTS:
Less than Significant. See Section 2.3, Discussion of Effects a) through d) above. No additional changes in the existing environment resulting in conversation of Farmland to non-agricultural use or conversion of forest to non-forest use are expected from Project implementation. The proposed utility improvement is consistent with The Ontario Plan and approved regional plans. No impacts are anticipated; therefore, no mitigation measures are needed.

MITIGATION:
None required.

f) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

DISCUSSION OF EFFECTS:

No Impact. The Project is consistent with approved city and regional plans; it will fulfill Ontario's approved recycled water policies for landscape irrigation. The Project will be implemented within developed City ROW and would not result in additional loss or conversion of Farmland. For these reasons, no impacts involving loss or conversion of Farmland will result from Project implementation. No Mitigation is not needed.

MITIGATION:

None required.

3. AIR QUALITY

3.1 Regulatory Compliance

The federal, state, and regional agencies listed below regulate air emissions and activities and monitor air quality compliance within 11 air basins which are defined by common geographical and meteorological characteristics. Air quality regulations focus on controlling emissions of criteria pollutants from direct emissions (related to combustion, dust, and activities, such as application of paints and coatings), or from secondary emissions which form from primary Criteria Pollutant mixing due to weather patterns and air temperatures. Criteria pollutants are indicators of the level of air pollution within an air basin.

The Project is in the South Coast Air Basin (Basin) and air quality within the Basin is the responsibility of the South Coast Air Quality Management District (SCAQMD). Criteria pollutants regulated by SCAQMD include Ozone (O3), Nitrogen Dioxide (NOx), Carbon Monoxide (CO), Sulfur Dioxide (Sox), Lead (Pb), and Particulate Matter less than 10 microns and 2.5 microns in diameter (PM10 and PM 2.5). Regulated criteria pollutants have been proven to harm health and the environment to the point of causing damage to property and health. Monitoring and regulators like the EPA classify "criteria" air pollutant emissions based on related human health outcomes and/or environmental quality as criteria for setting permissible levels. Sensitive receptors for air quality include the elderly, children and those with respiratory conditions and involve schools, nursing homes, locations where 24/7 occupancy may occur. The following agencies, air quality plans, and programs are applicable to the Project:

Federal and State Ambient Air Quality Standards

The Federal Clean Air Act was first implemented by the U.S. Environmental Protection Agency (EPA) in 1970 to enforce federal National Ambient Air Quality Standards (NAAQS) for six criteria air pollutants, which include PM 10, PM 2.5, carbon monoxide (CO), nitrogen dioxide (NO2), ground-level ozone, and lead. Federal standards are designed to protect public health and the environment with a reasonable margin of safety (see ***Table 8: Federal and State Standards for Criteria Pollutants***).

California Air Resources Board (CARB)

The California Air Resources Control Board (CARB) is a part of the California Environmental Protection Agency (CalEPA) and coordinates/administers both federal and state air pollution control programs within California. CARB conducts research and sets the California Ambient Air Quality Standards (CAAQS), compiles emission inventories, develops suggested control measures, provides oversight of local programs, and prepares the State Implementation Plan (SIP) to achieve healthful air quality in California. CARB is also responsible for regulations pertaining to Toxic Air Contaminants (TAC). CARB and the EPA label areas as "nonattainment" areas if air quality standards are not met; if there is inadequate or inconclusive data to make a definitive attainment designation, air quality is considered "unclassified." National nonattainment areas are further designated as marginal, moderate, serious, severe, or extreme as a function of deviation from standards. Each standard has a different definition, or 'form' of what constitutes attainment, based on specific air quality statistics (CARB). ***Table 9: South Coast Air Pollution Control District Attainment Status*** displays the current attainment status of SCAQMD.

TABLE 8: FEDERAL AND STATE STANDARDS FOR CRITERIA POLLUTANTS

Air Pollutant	Concentration/ Averaging Time		Most Relevant Effect
	California Standards	Federal Primary Standards	
Ozone (O3)	0.09 ppm/1-hour 0.07 ppm/8-hour	0.070 ppm/8-hour	(a) Decline in pulmonary function and localized lung edema in humans and animals; (b) Risk to public health implied by alterations in pulmonary morphology and host defense in animals, (c) Increase. mortality risk. (d) Risk to public health implied by altered connective tissue metabolism and altered pulmonary morphology in animals after long-term exposures and pulmonary function decrements in chronically exposed humans. (e) Vegetation damage; and (f) Property damage.
Carbon Monoxide (CO)	20.0 ppm/1-hour 9.0 ppm/8-hour	35.0 ppm/1-hour 9.0 ppm/8-hour	(a) Aggravation of angina pectoris and other aspects of coronary heart disease. (b) Decreased exercise tolerance in persons with peripheral vascular disease and lung disease. (c) Impairment of central nervous system functions; and (d) Possible increased risk to fetuses.
Nitrogen Dioxide (NO2)	0.18 ppm/1-hour 0.03 ppm/annual	100 ppb/1-hour 0.053 ppm/annual	(a) Potential to aggravate chronic respiratory disease and respiratory symptoms in sensitive groups. (b) Risk to public health implied by pulmonary and extra-pulmonary biochemical and cellular changes and pulmonary structural changes; and (c) Contribution to atmospheric discoloration.
Sulfur Dioxide (SO2)	0.25 ppm/1-hour 0.04 ppm/24-hour	75 ppb/1-hour 0.14 ppm/annual	(a) Bronchoconstriction accompanied by symptoms which may include wheezing, shortness of breath and chest tightness, during exercise or physical activity in persons with asthma.
Suspended Particulate Matter (PM10)	50 µg/m3/24-hour 20 µg/m3/annual	150 µg/m3/24-hour	(a) Exacerbation of symptoms in sensitive patients with respiratory or cardiovascular disease. (b) Declines in pulmonary function growth in children. (c) Increased risk of premature death from heart or lung diseases in elderly.
Suspended Particulate Matter (PM2.5)	12 µg/m3 / annual	35 µg/m3/24-hour 12 µg/m3/annual	
Sulfates	25 µg/m3/24-hour	No Federal Standards	(a) Decrease in ventilatory function. (b) Aggravation of asthmatic symptoms. (c) Aggravation of cardio-pulmonary disease. (d) Vegetation damage. (e) Degradation of visibility. (f) property damage.
Lead	1.5 µg/m3/30-day	0.15 µg/m3/3-month rolling	(a) Learning disabilities. (b) Impairment of blood formation and nerve conduction.
Visibility Reducing Particles	Extinction coefficient of 0.23 per kilometer-visibility of 10 miles or more due to particles when humidity is less than 70 percent.	No Federal Standards	Visibility impairment on days when relative humidity is less than 70 percent.

Source: https://ww2.arb.ca.gov/sites/default/files/2020-07/aaqs2.pdf

TABLE 9: SOUTH COAST AIR QUALITY MANAGMENT DISTRICT ATTAINMENT STATUS

Pollutant	State Status	Federal Attainment Status
Ozone- One hour	Extreme Nonattainment	No Federal Standard
Ozone- Eight hour	Extreme Nonattainment	Extreme Nonattainment
PM10	Serious Nonattainment	Attainment
PM2.5	Nonattainment	Nonattainment
Carbon Monoxide (CO)	Attainment/ Unclassified	Attainment/ Unclassified
Nitrogen Monoxide (NO)	Attainment/ Unclassified	Attainment
Sulfur Dioxide (SO2)	Attainment/ Unclassified	Attainment
Lead	No Designation/ Classification	Attainment
Hydrogen Sulfide	No Federal Standard	Unclassified
Sulfates	No Federal Standard	Attainment
Visibility Reducing Particles	No Federal Standard	Unclassified
Vinyl Chloride	No Federal Standard	Attainment

Source: (1) SCAQMD 2020. (2) The 2050 Ontario Plan EIR, 2022
Notes: (1) **Unclassified**- A pollutant is designated unclassified if the data are incomplete and do not support a designation of attainment or nonattainment.
(2) **Attainment.** A pollutant is in attainment if the AAQS for that pollutant was not violated at any site in the area during a three-year period.
(3) **Nonattainment.** A pollutant is in nonattainment if there was at least one violation of an AAQS for that pollutant in the area.
(4) **Nonattainment/Transitional.** A subcategory of the nonattainment designation. An area is designated nonattainment/transitional to signify that the area is close to attaining the AAQS for that pollutant.

South Coast Air Quality Management District (SCAQMD)

SCAQMD is the regional agency principally responsible for comprehensive air pollution control in the Basin. SCAQMD works directly with the Southern California Association of Governments (SCAG), county transportation commissions, and local governments and cooperates actively with all federal and state agencies. SCAQMD is responsible for preparing and implementing the Air Quality Management Plan (AQMP) within the Basin in compliance with the SIP, CAAQS and NAAQS. The SCAQMD's mission is to "clean the air and protect the health of all residents in the South Coast Air District through practical and innovative strategies" (SCAQMD 2022). The agency regulates air quality through preparation and implementation of air quality compliance measures for Basin compliance with national and state air quality standards established for this area. SCAQMD maintains 38 air quality monitoring sites with designated ambient air monitoring stations representative of each area. The stations record meteorological information to help forecast daily pollution levels.

Air Quality Management Plan

The 2016 AQMP is a regional blueprint for achieving the federal air quality standards **(**see ***Table 8: Federal and State Pollutant Standards for Criteria Pollutants)*** and healthful air within the Basin through both stationary and mobile source strategies to reduce pollutant emissions and regulate air quality. Following are some policies of the AQMP that are typically applied to development projects and construction to reduce emissions:

SCAQMD Rule 402: Prohibits a person from discharging from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.

SCAQMD Rule 403: Governs emissions of fugitive dust during construction and operation activities. Compliance with this rule is achieved through application of standard Best Management Practices (BMPs), such as application of water or chemical stabilizers to disturbed soils, covering haul vehicles, restricting vehicle speeds on unpaved roads to 15 miles per hour, sweeping loose dirt from paved site access roadways, cessation of construction activity when winds exceed 25 mph, and establishing a permanent ground cover on finished sites.

SCAQMD Rule 403 requires that fugitive dust be controlled with best available control measures so that the presence of dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 403 requires implementation of dust suppression techniques to prevent fugitive dust

2. AGRICULTURE AND FORESTRY RESOURCES

2.1 Regulatory Compliance

The California Land Conservation Act or Williamson Act

The California Land Conservation Act or Williamson Act was established after World War II in response to increasing conservation pressures on agricultural lands. The Act allows local agencies to contract with private landowners, allowing reduced property tax in exchange for restricted use of land for agriculture or open space. In 1965, Assembly Bill 1227 was enacted to establish a contract process to manage the rate of conservation of agricultural lands to urban uses. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation. As an optional model to use in assessing the quality of agricultural land and level of impacts on agriculture and 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 carbon measurement methodology providing in Forest Protocols adopted by the California Air Resources Board.

Farmland Mapping and Monitoring Program

The California Natural Resources Agency is tasked with preserving, protecting, and maintaining California's natural, cultural, and historic resources. As a result, the California Department of Conservation (CA DOC) manages the Farmland Mapping and Monitoring Program, which provides a map of farmland resources throughout California according to the following classifications: Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance, and Urban and Built-Up Land. See "Definitions" Section for more information.

City of Ontario

Under The Ontario Plan and in the GP EIR, there currently is no land designated for agricultural use. Existing agriculture uses are allowed but continue as non-conforming uses according to City Policies ER-5.3: Right to Farm and ER-5.4: Protection of Existing Farms and Sensitive Areas. Prior to adoption of The Ontario Plan, Ontario adopted the Agricultural Overlay Zoning District, Section 9-1.2700 into the Municipal Code, which allowed land to be utilized for agricultural purposes within the Ontario Ranch subareas until development could be approved; new construction within the Agricultural Overlay Zone, except for agricultural-related activities, required adoption of a Specific Plan. The closest agricultural to the Project is to the south and southwest of E. Riverside Drive on land designated as Specific Plan on Ontario's Zoning Map (See ***Figure 4B***), which indicates the urbanization of these areas has been approved by Ontario.

2.2 Existing Conditions

Agriculture was the primary land use when the City of Ontario was first incorporated; this included dairy farms, citrus, and vineyards. According to The Ontario Plan, Ontario's total farmland within city limits is approximately 2,342 acres with the closest farmland primarily south of E. Riverside Drive, south of paved ROW as shown on ***Figure 4B***.

The Project will construct water mains to extend Ontario's recycled water system and will provide connections within developed public ROW to convert existing irrigation systems on developed parcels from potable water to recycled water. In the north part of the Project, Ontario's Downtown District, urbanization began in the late 1800's and this area is completely urbanized. Land protected under the Williamson Act within city limits is primarily found south of E. Riverside Drive, directly adjacent to the paved ROW of eastbound E. Riverside Drive, Specifically, south of the intersections of E Riverside Drive with S. Baker Avenue and at S. Cucamonga Avenue. Areas south of the Project along E. Riverside Drive are zoned for Specific Plan land use indicating Ontario's intent to approve development in these areas in the future.

2.3 Project Impacts

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

DISCUSSION OF EFFECTS:

No Impact. The Project will extend Ontario's recycled water system within paved and developed ROW in conformance with The Ontario Plan and approved WMP, CIP, and GP EIR. The extension of Ontario's recycled water system has been considered and approved by Ontario's decision makers under certified GP EIR and approvals for The Ontario Plan (ONT, 2022), and Recycled Water Master Plan Update (ONT, 2020). The Project will not result in additional changes to zoning or the Zoning Code or Ontario's Municipal Code beyond what has already been considered in the GP EIR. The Project will convert existing irrigation systems for landscaping from potable water to conserve potable water supplies. The closest Project construction to agriculture will be in eastbound ROW of E. Riverside Drive, which is adjacent to the north of existing agricultural land use and will not convert Farmland to non-agricultural use.

Temporary construction will be isolated within existing paved ROW for Euclid Avenue, E. Riverside Drive and city parks/open space located north of existing agriculture and will not result in direct impacts. Likewise, there will not be temporary indirect impacts such as runoff or emissions affecting agriculture to the south of the APE due to the standard application of Ontario's Municipal Code requirements and the MMRP for the Project. During construction the Project will implement an MMRP including mitigation measures to acceptably stabilize disturbed soils, minimize erosion and protect surface water quality during earthwork by managing fugitive dust, air emissions from equipment idling, stabilizing disturbed soils with covering or watering (see ***MM AQ-01, AQ-02, GEO-03 through GEO-05, and HYDRO-01***). Upon completion of construction, surfaces will be restored to pre-project conditions. Therefore, the Project will not have indirect impacts on Farmland.

There will be no cumulative impacts or growth inducement from the Project affecting Farmland due to consistency with The Ontario Plan. The Project is an alternative to the previously approved City of Ontario RWDS Project. No agricultural impacts would result from Project implementation beyond what is already identified in Ontario's GP EIR, Land Use Map, and in approved regional plans for this area.

For these reasons, no Project impacts on Farmland will occur, and Project implementation will not result in conversion of agricultural land to other uses or growth beyond what has already been considered and approved in The Ontario Plan. No impacts are anticipated; therefore, no Mitigation Measures are needed.

MITIGATION:
None required.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

DISCUSSION OF EFFECTS
No Impact. According to the Ontario Plan, the Project is adjacent to the north of existing zoning for agricultural use, or a Williamson Act contract, which are on the southside of E. Riverside Drive. Due to the proximity of agricultural land uses, the Project will implement the MMRP during Project construction (See ***MM AQ-01: Fugitive Dust Control, MM AQ-02: Exhaust Emissions Control, MM GEO-03: Stored Backfill, MM GEO-04: Excavated Areas, MM GEO-05: Disturbed Soils, HYDRO-01: SWPPP, NOI-01: Construction Noise, and TRAF-01: Traffic Control Plan*** to minimize indirect impacts from dust, air emissions, erosion, noise, and traffic to less than

significant levels ; therefore, Project related temporary construction impacts will not affect adjacent areas and active construction will be isolated within the public ROW.

As a result, the proposed Project will not conflict with existing zoning for agricultural, or a Williamson Act contract. No impacts are anticipated; therefore, no Mitigation Measures are necessary.

MITIGATION:
None required.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

DISCUSSION OF EFFECTS:
No Impact. There are no areas designated as forest land or timberland within the city limits of Ontario, as defined under Public Resources Code Section 12220(g) (see "Definitions" Section). The Project will implement the policies outlined in The Ontario Plan for replacement of potable water with recycled water for irrigation, which is also reflected in regional plans; therefore, the Project will not conflict with existing zoning or cause rezoning either directly or indirectly. The Project will have no impacts related to existing zoning or rezoning of forest land or timberland. No Mitigation Measures are needed.

MITIGATION:
None required.

d) Result in the loss of forest land or conversion of forest land to non-forest use?

DISCUSSION OF EFFECTS:
No Impact. The Project will fulfill Ontario's approved policies for increased availability of recycled water for landscape irrigation within existing public open spaces. The Project is intended to support the full implementation of the land use patterns approved in The Ontario Plan Land Use Map and would not result in loss of forest land or conversion of forest land beyond what has already been considered and approved in city and regional plans for this area. For these reasons, no impacts involving loss or conversion of land labeled as Forest will result from Project implementation. No Mitigation is not needed.

MITIGATION:
None required.

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.

DISCUSSION OF EFFECTS:
Less than Significant. See Section 2.3, Discussion of Effects a) through d) above. No additional changes in the existing environment resulting in conversation of Farmland to non-agricultural use or conversion of forest to non-forest use are expected from Project implementation. The proposed utility improvement is consistent with The Ontario Plan and approved regional plans. No impacts are anticipated; therefore, no mitigation measures are needed.

MITIGATION:
None required.

f) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

DISCUSSION OF EFFECTS:

No Impact. The Project is consistent with approved city and regional plans; it will fulfill Ontario's approved recycled water policies for landscape irrigation. The Project will be implemented within developed City ROW and would not result in additional loss or conversion of Farmland. For these reasons, no impacts involving loss or conversion of Farmland will result from Project implementation. No Mitigation is not needed.

MITIGATION:

None required.

3. AIR QUALITY

3.1 Regulatory Compliance

The federal, state, and regional agencies listed below regulate air emissions and activities and monitor air quality compliance within 11 air basins which are defined by common geographical and meteorological characteristics. Air quality regulations focus on controlling emissions of criteria pollutants from direct emissions (related to combustion, dust, and activities, such as application of paints and coatings), or from secondary emissions which form from primary Criteria Pollutant mixing due to weather patterns and air temperatures. Criteria pollutants are indicators of the level of air pollution within an air basin.

The Project is in the South Coast Air Basin (Basin) and air quality within the Basin is the responsibility of the South Coast Air Quality Management District (SCAQMD). Criteria pollutants regulated by SCAQMD include Ozone (O3), Nitrogen Dioxide (NOx), Carbon Monoxide (CO), Sulfur Dioxide (Sox), Lead (Pb), and Particulate Matter less than 10 microns and 2.5 microns in diameter (PM10 and PM 2.5). Regulated criteria pollutants have been proven to harm health and the environment to the point of causing damage to property and health. Monitoring and regulators like the EPA classify "criteria" air pollutant emissions based on related human health outcomes and/or environmental quality as criteria for setting permissible levels. Sensitive receptors for air quality include the elderly, children and those with respiratory conditions and involve schools, nursing homes, locations where 24/7 occupancy may occur. The following agencies, air quality plans, and programs are applicable to the Project:

Federal and State Ambient Air Quality Standards

The Federal Clean Air Act was first implemented by the U.S. Environmental Protection Agency (EPA) in 1970 to enforce federal National Ambient Air Quality Standards (NAAQS) for six criteria air pollutants, which include PM 10, PM 2.5, carbon monoxide (CO), nitrogen dioxide (NO2), ground-level ozone, and lead. Federal standards are designed to protect public health and the environment with a reasonable margin of safety (see ***Table 8: Federal and State Standards for Criteria Pollutants***).

California Air Resources Board (CARB)

The California Air Resources Control Board (CARB) is a part of the California Environmental Protection Agency (CalEPA) and coordinates/administers both federal and state air pollution control programs within California. CARB conducts research and sets the California Ambient Air Quality Standards (CAAQS), compiles emission inventories, develops suggested control measures, provides oversight of local programs, and prepares the State Implementation Plan (SIP) to achieve healthful air quality in California. CARB is also responsible for regulations pertaining to Toxic Air Contaminants (TAC). CARB and the EPA label areas as "nonattainment" areas if air quality standards are not met; if there is inadequate or inconclusive data to make a definitive attainment designation, air quality is considered "unclassified." National nonattainment areas are further designated as marginal, moderate, serious, severe, or extreme as a function of deviation from standards. Each standard has a different definition, or 'form' of what constitutes attainment, based on specific air quality statistics (CARB). ***Table 9: South Coast Air Pollution Control District Attainment Status*** displays the current attainment status of SCAQMD.

TABLE 8: FEDERAL AND STATE STANDARDS FOR CRITERIA POLLUTANTS

Air Pollutant	Concentration/ Averaging Time		Most Relevant Effect
	California Standards	Federal Primary Standards	
Ozone (O3)	0.09 ppm/1-hour 0.07 ppm/8-hour	0.070 ppm/8-hour	(a) Decline in pulmonary function and localized lung edema in humans and animals; (b) Risk to public health implied by alterations in pulmonary morphology and host defense in animals, (c) Increase. mortality risk. (d) Risk to public health implied by altered connective tissue metabolism and altered pulmonary morphology in animals after long-term exposures and pulmonary function decrements in chronically exposed humans. (e) Vegetation damage; and (f) Property damage.
Carbon Monoxide (CO)	20.0 ppm/1-hour 9.0 ppm/8-hour	35.0 ppm/1-hour 9.0 ppm/8-hour	(a) Aggravation of angina pectoris and other aspects of coronary heart disease. (b) Decreased exercise tolerance in persons with peripheral vascular disease and lung disease. (c) Impairment of central nervous system functions; and (d) Possible increased risk to fetuses.
Nitrogen Dioxide (NO2)	0.18 ppm/1-hour 0.03 ppm/annual	100 ppb/1-hour 0.053 ppm/annual	(a) Potential to aggravate chronic respiratory disease and respiratory symptoms in sensitive groups. (b) Risk to public health implied by pulmonary and extra-pulmonary biochemical and cellular changes and pulmonary structural changes; and (c) Contribution to atmospheric discoloration.
Sulfur Dioxide (SO2)	0.25 ppm/1-hour 0.04 ppm/24-hour	75 ppb/1-hour 0.14 ppm/annual	(a) Bronchoconstriction accompanied by symptoms which may include wheezing, shortness of breath and chest tightness, during exercise or physical activity in persons with asthma.
Suspended Particulate Matter (PM10)	50 µg/m3/24-hour 20 µg/m3/annual	150 µg/m3/24-hour	(a) Exacerbation of symptoms in sensitive patients with respiratory or cardiovascular disease. (b) Declines in pulmonary function growth in children. (c) Increased risk of premature death from heart or lung diseases in elderly.
Suspended Particulate Matter (PM2.5)	12 µg/m3 / annual	35 µg/m3/24-hour 12 µg/m3/annual	
Sulfates	25 µg/m3/24-hour	No Federal Standards	(a) Decrease in ventilatory function. (b) Aggravation of asthmatic symptoms. (c) Aggravation of cardio-pulmonary disease. (d) Vegetation damage. (e) Degradation of visibility. (f) property damage.
Lead	1.5 µg/m3/30-day	0.15 µg/m3/3-month rolling	(a) Learning disabilities. (b) Impairment of blood formation and nerve conduction.
Visibility Reducing Particles	Extinction coefficient of 0.23 per kilometer-visibility of 10 miles or more due to particles when humidity is less than 70 percent.	No Federal Standards	Visibility impairment on days when relative humidity is less than 70 percent.

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TABLE 9: SOUTH COAST AIR QUALITY MANAGMENT DISTRICT ATTAINMENT STATUS

Pollutant	State Status	Federal Attainment Status
Ozone- One hour	Extreme Nonattainment	No Federal Standard
Ozone- Eight hour	Extreme Nonattainment	Extreme Nonattainment
PM10	Serious Nonattainment	Attainment
PM2.5	Nonattainment	Nonattainment
Carbon Monoxide (CO)	Attainment/ Unclassified	Attainment/ Unclassified
Nitrogen Monoxide (NO)	Attainment/ Unclassified	Attainment
Sulfur Dioxide (SO2)	Attainment/ Unclassified	Attainment
Lead	No Designation/ Classification	Attainment
Hydrogen Sulfide	No Federal Standard	Unclassified
Sulfates	No Federal Standard	Attainment
Visibility Reducing Particles	No Federal Standard	Unclassified
Vinyl Chloride	No Federal Standard	Attainment

Source: (1) SCAQMD 2020. (2) The 2050 Ontario Plan EIR, 2022
Notes: (1) **Unclassified**- A pollutant is designated unclassified if the data are incomplete and do not support a designation of attainment or nonattainment.
(2) **Attainment.** A pollutant is in attainment if the AAQS for that pollutant was not violated at any site in the area during a three-year period.
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The 2016 AQMP is a regional blueprint for achieving the federal air quality standards **(**see ***Table 8: Federal and State Pollutant Standards for Criteria Pollutants)*** and healthful air within the Basin through both stationary and mobile source strategies to reduce pollutant emissions and regulate air quality. Following are some policies of the AQMP that are typically applied to development projects and construction to reduce emissions:

SCAQMD Rule 402: Prohibits a person from discharging from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.

SCAQMD Rule 403: Governs emissions of fugitive dust during construction and operation activities. Compliance with this rule is achieved through application of standard Best Management Practices (BMPs), such as application of water or chemical stabilizers to disturbed soils, covering haul vehicles, restricting vehicle speeds on unpaved roads to 15 miles per hour, sweeping loose dirt from paved site access roadways, cessation of construction activity when winds exceed 25 mph, and establishing a permanent ground cover on finished sites.

SCAQMD Rule 403 requires that fugitive dust be controlled with best available control measures so that the presence of dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 403 requires implementation of dust suppression techniques to prevent fugitive dust

from creating a nuisance off-site. Applicable dust suppression techniques from Rule 403 are summarized below and can reduce fugitive dust generation, Particulate Matter 10 microns or greater in diameter (PM10). Compliance with these rules would reduce impacts on nearby sensitive receptors. Measures used to implement Rule 403 may include but are not limited to the following:

- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
- Water active sites at least three times daily. (Locations where grading is to occur will be thoroughly watered prior to earthmoving.)
- Cover all trucks hauling dirt, sand, soil, or other loose materials, or maintain at least 0.6 meters (2 feet) of freeboard (vertical space between the top of the load and top of the trailer) in accordance with the requirements of California Vehicle Code section 23114.
- Reduce traffic speeds on all unpaved roads to 15 miles per hour (mph) or less.
- Suspension of all grading activities when wind speeds (including instantaneous wind gusts) exceed 25 mph.
- Bumper strips or similar BMPs shall be provided where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment leaving the site each trip.
- Replanting disturbed areas as soon as practical.
- During all construction activities, construction contractors shall sweep on-site and off-site streets if silt is carried to adjacent public thoroughfares, to reduce the amount of particulate matter on public streets. All sweepers shall be compliant with SCAQMD Rule 1186.1, Less Polluting Sweepers.

SCAQMD Rule 1108: Governs the sale, use, and manufacturing of asphalt and limits the volatile organic compound (VOC) content in asphalt used in the Basin and regulates the VOC content of asphalt during construction. All asphalt used during Project construction must comply with SCAQMD Rule 1108.

SCAQMD Rule 1186: Limits the presence of fugitive dust on paved and unpaved roads and sets certification protocols and requirements for contract street sweepers to provide sweeping services to any federal, state, county, agency or special district such as water, air, sanitation, transit, or school district.

SCAQMD Rule 1401: New Source Review of TAC, specifies limits for maximum individual cancer risk, cancer burden, and non-cancer acute and chronic hazard index from new permit units, relocations, or modifications to existing permit units, which emit toxic air contaminants.

SCAQMD Rule 2202: On-Road Motor Vehicle Mitigation Options, is to provide employers with a menu of options to reduce mobile source emissions generated from employee commutes, to comply with federal and state Clean Air Act requirements, Health & Safety Code Section 40458, and Section 182(d)(1)(B) of the federal Clean Air Act. It applies to any employer who employs 250 or more employees on a full or part-time basis at a worksite for a consecutive six-month period calculated as a monthly average.

CEQA Air Quality Handbook

To assist local jurisdictions, South Coast Air Basin's CEQA Air Quality Handbook (SCAQMD CEQA Handbook) was prepared by the SCAQMD in 1993. The version with current updates can be found at http://www.aqmd.gov/ceqa/hdbk.html and was developed in accordance with the projections and programs of the AQMP. In addition, this document is used as a guidance document for preparing air quality impact analysis and Project mitigation. The SCAQMD is in the process of developing an Air Quality Analysis Guidance Handbook to replace the CEQA Air Quality Handbook. In the interim, supplemental guidance has been adopted by the SCAQMD.

Southern California Association of Governments (SCAG) Transportation Plan and Regional Transportation Improvement Plan

SCAG has prepared the Regional Transportation Plan and Regional Transportation Improvement Plan (RTIP) on regional development and growth forecasts. These plans form the basis for the land use and transportation components of the AQMP for air quality forecasts and consistency analysis in the AQMP. The Regional Transportation Plan, Regional Transportation Improvement Plan, and AQMP are based on land use projections originating within the City and County General Plans.

3.2 Existing Conditions

Air quality within the City of Ontario is contingent on geography, weather, and emissions sources. The City of Ontario experiences temperatures ranging from 39.9 degrees Fahrenheit in January to 92.4 degrees Fahrenheit in July, with average annual precipitation 20.30 inches (WRCC 2022). Wind patterns across the southern California region are westerly or southwesterly onshore winds. Due to Ontario's geographic location, mountain ranges inhibit eastward transport and diffusion of air pollutants resulting in fair to poor air quality. As shown below, the attainment status for the SCAQMD is shown below in ***Table 9: South Coast Air Quality Management District Attainment Status***. Since Ontario is a highly developed, urban area pollutant emissions from commercial, industrial, and residential land uses are regularly generated from daily activities.

SCAQMD documents existing levels of ambient air quality and historical trends utilizing air monitoring stations closest to the Project. The closest monitoring stations are Upland Monitoring Station (at 1350 San Bernardino Road, Upland, CA 91786), approximately 3 miles north of the Project and Ontario SR-60 Near Roadway Monitoring Stations (Longitude 34.030686, Latitude -117.620032), approximately 4.4 miles southeast of the Project. As shown in ***Table 10: Ambient Air Quality Monitoring Summary*** below, pollutants regularly exceed State and federal one-hour and eight-hour Ozone (O3) standards at these monitoring stations, with rare violations in state PM10 and Federal PM2.5 in the last five years (The 2050 Ontario Plan EIR, 2022); as shown in ***Table 11: City of Ontario Air Pollutant Emissions Inventory,*** transportation and energy production prove to be the activities that generate the highest air pollutants. VOC emissions calculated by CalEEMod indicate that use of household consumer cleaning products contribute the most to pollution associated with VOC.

TABLE 10: AMBIENT AIR QUALITY MONITORING SUMMARY

Pollutant/ Standard	Number of Days Thresholds Were Exceeded and Maximum Levels				
	2016	2017	2018	2019	2020
Ozone (O3)					
State 1-Hour ≥ 0.09 ppm (days exceed threshold)	53	66	25	31	82
State & Federal 8-hour ≥ 0.070 ppm (days exceed threshold)	88	87	52	52	116
Max. 1-Hour Conc. (ppm)	0.156	0.150	0.133	0.131	0.158
Max 8-Hour Conc. (ppm)	0.116	0.127	0.111	0.107	0.123
Nitrogen Dioxide (NO2)[1]					
State 1-Hour ≥ 0.18 ppm (days exceed threshold)	0	0	0	0	0
State & Federal 8-hour ≥ 0.100 ppm (days exceed threshold)	0	0	0	0	0
Max. 1-Hour Conc. (ppm)	70.1	64.1	58.7	57.9	55.4
Coarse Particulates (PM10)					
State 24-Hour ≥ 50 µg/m3 (days exceed threshold)	NA	NA	NA	NA	NA
State & Federal 8-hour ≥ 150 µg/m3 (days exceed threshold)	1	0	1	0	1
Max. 1-Hour Conc. (ppm)	184.0	106.5	156.6	125.9	174.8
Fine Particles (PM2.5)					
Federal 24-Hour > 35 µg/m3 (days exceed threshold)	7	9	7	6	14
Max 24-Hour Conc. (µg/m3)	55.9	67.8	70.6	71.2	65.6

Source: CARB 2022C.
Notes: ppm= parts per million; parts per billion; µg/m3 = micrograms per cubic meter
Data for O3, NO2, and PM10 was obtained from the Upland Monitoring Station. Data for PM2.5 obtained from the Ontario SR-60 Near Roadway Monitoring Station.

TABLE 11: CITY OF ONTARIO AIR POLLUTANT EMISSIONS INVENTORY

Sector	Existing Criteria Air Pollutant Emissions (pounds per day)					
	VOC	NOx	CO	SO_2	PM10	PM2.5
Transportation[1]	427	6,649	20,047	83	630	257
Energy[2]	122	1,068	642	7	84	84
Area Off-Road Equipment[3]	98	2,021	6,472	3	85	78
Area- Consumer Products[4]	2,096	--	--	--	--	--
Total	2,742	9,738	27,162	93	799	419

Source: The 2050 Ontario Plan EIR, 2022.
Notes:
(1) EMFAC2021 Version 1.0.1. Based on daily VMT provided by Fehr & Peers (see Appendix A).
(2) Based on natural gas use provided by SoCalGas.
(3) OFFROAD2021.
(4) Based on CalEEMod, Version 2020.4.0 User's Guide methodology to calculate VOC emissions from use of household consumer cleaning products.

Land use where occupancy could be on a 24-hour/7-day basis are considered sensitive receptors. Likewise, locations attracting children, such as schools, are considered sensitive due to potential for outdoor play and developing respiratory systems. The closest sensitive receptors to the Project are shown near Project Segments 1, 2, 3, and 4 on ***Figure 2, 2A and 2B*** and on ***Tables 3 and 4.*** Sensitive receptors are located within existing residential areas adjacent to or near Euclid Avenue for Segment 1 and for Segment 2 along W. F Street; E. E Street, N. Vine Avenue; W. Flora Street; E. C Street; and E. Riverside Drive. Other sensitive receptors near Segment 1 also include Chaffey High School, Vina Danks Middle School, and Champions at Euclid Elementary located approximately 0.1 miles north from the Project at 4th Steet; the American Inn and the Central Language Academy are sensitive receptors which are located approximately 0.1 miles east and west from the Project along Euclid Avenue north of G Street; and, the St. George School is a sensitive receptors, which is located approximately 0.2 miles from the Project west Euclid Avenue and north of W. D Street. Sensitive receptors near Segment 3 also include San Antonion School, located approximately 0.2 miles from the Project east of Euclid Avenue and south of Holt Boulevard. Sensitive receptors near Segment 4 also include Woodcrest Junior High School and Liberty Elementary School, located approximately 0.4 miles from the Project north of E. Riverside Drive and west of Campus Avenue. Heavenly Care Daycare and Preschool School is located 0.1 mile south of the Project along E. Riverside Drive and west of Bon View Avenue. Sunrise Children Center is located approximately 0.1 mile east from the Project at the intersection of E. Riverside Drive and Baker Avenue. Live Oak Preschool, located approximately 0.2 miles east of the Project at the intersection of E. Riverside Drive and Baker Avenue.

3.3 Project Impacts

The Discussion of Effects within this Sections are based on the Air Quality Greenhouse Gas, and Energy Technical Memorandum conducted by Ganddini Group for the Euclid Avenue Recycled Water System Project, dated December 16, 2024 (Appendix A). The Technical Memo is intended to determine short-term impacts related to Air Quality, Greenhouse gas Emissions, and Energy from Project Construction.

a) Conflict with or obstruct implementation of the applicable air quality plan?

DISCUSSION OF EFFECTS:

Less than Significant Impact. The Project will generate additional emissions of criteria pollutants during construction which will be temporary and intermittent. The Project will not be a new source of long-term or permanent emissions. Long-term maintenance and operations of the Project will not substantially increase maintenance trips, and the Project is consistent with the GP EIR analysis. Air quality impacts from construction are described as follows.

Short-Term Construction Emissions

To estimate construction-related impacts from Project implementation, data from the Project Description, including information summarized above, was provided as input in CalEEMod Version 22.1.1.21, pursuant to SCAQMD protocol. Modeling results indicate Project emissions would not exceed regional and local thresholds and will contribute incrementally to PM2.5 criteria pollutants that are in non-attainment status. According to CalEEMod modeling, Project emissions did not exceed the maximum criteria pollutants for summer or winter months, as shown within ***Table 12: Construction-Related Regional Pollutant Emissions***. The table indicates that none of the Project's emissions will exceed regional thresholds. Therefore, a less than significant regional air quality impact would occur from construction.

TABLE 12: CONSTRUCTION RELATED REGIONAL POLLUTANT EMISSIONS

Activity	Pollutant Emissions (pounds/day)					
	ROG	NOx	CO	SO_2	PM10	PM2.5
Maximum Daily Emissions[1]	7.34	65.30	66.40	0.16	6.97	4.33
SCAQMD Thresholds	75	100	550	150	150	55
Exceeds Thresholds?	No	No	No	No	No	No

Source: CalEEMod Version 2022.1.1.29
Notes: See **Appendix A** (Air Quality Global Greenhouse Gas Emissions, Energy Impact Analysis, Ganddini, 2024)
(1) Includes both on-site and off-site emissions. On -site earthwork PM-10 and PM-2.5 emissions show compliance with SCAQMD Rule 403 for fugitive dust.

Project emissions compared with SCAQMD Local Significance Thresholds were also evaluated to determine whether construction impacts from the Project are potentially significant. Emissions were calculated based on the Southwest San Bernardino Valley, source receptor area (SRA) 33 thresholds with a disturbance value of 3.5 acres per day. **(**see ***Table 13: Maximum Number of Acres Distributed Per Day***)[3]. According to LST Methodology, any receptor located closer than 25 meters (82 feet) shall be based on the 25-meter thresholds. The nearest sensitive receptors are the existing residential uses; the results of the SCAQMD Look-up Tables for 25 meters are shown within ***Table 14: Local Construction Emissions at the Nearest Receptor*** and indicate less than significant impacts with no mitigation required.

TABLE 13: MAXIMUM NUMBER OF ACRES DISTURBED PER DAY

Activity	Equipment	Number	Acres/ 8hr- day	Total Acres
Site Preparation	Rubber Tiered Dozers	2	0.5	1
	Scrapers	2	1	2
	Crawler Tractors[1]	1	0.5	0.5
Total for phase		-	-	3.5

Source: South Coast AQMD, Fact Sheet for Applying CalEEMod to Localized Significance Thresholds, 2011b.
Notes: See **Appendix A** (Air Quality Global Greenhouse Gas Emissions, Energy Impact Analysis, Ganddini, 2024)
(1) Tractor/ loader/ backhoe is suitable surrogate for a crawler tractor per SCAQMD staff.

TABLE 14: LOCAL CONSTRUCTION EMISSIONS AT THE NEAREST RECEPTORS

Activity[1]	One-site Pollutant Emissions (pounds/day)			
	NOx	CO	PM10	PM2.5
Maximum Daily Emissions	64.90	64.70	6.6	4.24
SCAQMD Thresholds[2]	220	1,713	11	7
Exceeds Thresholds?	No	No	No	No

Source: Calculated from CalEEMod and SCAQMD's Mass Rate Look-up Tables for 3.5 acres at a distance of 25 meters in SRA 33 Southwest Valley. The 3.5-acre threshold was interpolated based on the 2 acre and 5 acre thresholds.
Notes: See **Appendix A** (Air Quality Global Greenhouse Gas Emissions, Energy Impact Analysis, Ganddini, 2024)
(1) The Project will disturb up to maximum if 3.5-acres a day (see *Table 13: Maximum Number of Acres Disturbed per Day* above).
(2) The nearest sensitive receptor to the Project includes the existing residential uses located adjacent or near to the proposed Project; therefore, 25-meter threshold was used.

[3] The 3.5-acre threshold was interpolated from the 2 acre and 5-acre SCAQMD LST Threshold.

MITIGATION:
None required.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?

DISCUSSION OF EFFECTS:
Less than Significant Impact. As mentioned in response 3.3 a), the modeling for the proposed Project did not find that the construction activities would exceed regional or local level air quality thresholds; therefore, the Project will not result in cumulatively considerable net increase of any criteria pollutant for which the region is non-attainment under an applicable federal or state ambient air quality standard. Impacts are anticipated to be less than significant; no mitigation measures are needed.

MITIGATION:
None required.

c) Expose sensitive receptors to substantial pollutant concentrations?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. Project construction will not exceed regional or local pollutant concentrations and, the Project would not result in exposure of substantial pollutant concentrations to sensitive receptors. Project-related activities are required to be consistent with SCAQMD air quality rules to ensure that fugitive dust and exhaust from equipment emissions are appropriately managed throughout construction. The Project will implement previously approved Mitigation Measures ***MM AQ-01: Fugitive Dust Control and MM AQ-02: Exhaust Emissions Control.***

As a result, less than significant impacts are anticipated with mitigation incorporated.

MITIGATION:
MM AQ-01: Fugitive Dust Control and MM AQ-02: Exhaust Emissions Control

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

DISCUSSION OF EFFECTS:
Less than Significant Impact. Potential sources that may emit odors during construction activities include the application of materials such as asphalt pavement. The objectionable odors that may be produced during the construction process are short-term in nature and the odor emissions are expected to cease upon the drying or hardening of the odor-producing materials. Due to the short-term nature and limited amounts of odor-producing materials being utilized, no significant impact related to odors would occur during the construction of the proposed Project. Diesel exhaust and VOCs would be emitted during construction of the Project, which are objectionable to some; however, emissions would disperse rapidly from the Project site and therefore should not reach an objectionable level at the nearest sensitive receptors. The Project will not result in a permanent source of odors.

As a result, less than significant impacts are anticipated from the proposed Project; no Mitigation Measures are needed.

MITIGATION:
None required.

4. BIOLOGICAL RESOURCES

The Discussion within this section is based on the following reports:

- **Appendix B:** Biological Resources Assessment for the UT1072 Euclid Recycled Water Pipeline Project conducted by ELMT Consulting dated March 18, 2024. The report includes a field investigation conducted by Project Biologist Rachel A. Lyons on January 19, 2024, and February 1, 2024, to document baseline conditions and assess the potential for special status[4] plant and wildlife species to occur near the Project.

  A review of standard field guides, literature, and records search was conducted for specific habitat requirements of special-status and non-special-status biological resources:
  - Google Earth Pro historic aerial imagery (1985-2023);
  - United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS), Soil Survey[5];
  - USFWS Critical Habitat designations for Threatened and Endangered Species;
  - USFWS Endangered Species Profiles.

- **Appendix C**: Tree Survey and Arborist Report in Support of the Euclid Avenue Downtown Recycled Water Project, UT1072, Ontario, California. The report includes recorded details of each tree from the field survey, documentation of species, stature, health, local environment as well as conditions in which they occur.

4.1 Regulatory Compliance

Federal Endangered Species Act

The Endangered Species Act (ESA) was enacted in 1973 and establishes protections for fish, wildlife, and plants that are listed as threatened or endangered along with the ecosystems these species depend on (16 U.S.C. 1531-1544) (USFWS 2023). The U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Services (NMFS) share the responsibility for implementing the ESA. Generally, USFWS oversees terrestrial and freshwater species, while the NMFS manages marine and anadromous species.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) of 1918 establishes a conservation treaty intended to promote the sustainability of populations of protected migratory bird species. The MBTA prohibits killing, capture, selling, trading, and transport of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife (USFWS 2023). In addition, the MBTA makes it unlawful to remove nests, eggs, and feathers from any of the species protected under the act. Migratory bird species that are protected by law depend on the bird family and species included in the four international treaties (Canada in 1916; Mexico in 1936; Japan in 1972; Russia in 1976). This list can be found under Title 50 Part 10.13 (10.13 list), which was last updated in 2020 to incorporate current scientific information on taxonomy and natural distribution. The MBTA applies to almost all avian species that are native to California.

A migratory bird species is included on the list if it meets one more of the following criteria:

[4] As used in this report, "special-status" refers to plant and wildlife species that are federally, State, and MSHCP listed, proposed, or candidates; plant species that have been designated with a California Native Plant Society Rare Plant Rank; wildlife species that are designated by the CDFW as fully protected, species of special concern, or watch list species; and specially protected natural vegetation communities as designated by the CDFW.

[5] A soil series is defined as a group of soils with similar profiles developed from similar parent materials under comparable climatic and vegetation conditions. These profiles include major horizons with similar thickness, arrangement, and other important characteristics, which may promote favorable conditions for certain biological resources.

1. It occurs in the United States or U.S. territories as the result of natural biological or ecological processes and is currently, or was previously listed as, a species or part of a family protected by one of the four international treaties or their amendments.
2. Revised taxonomy results in it being newly split from a species that was previously on the list, and the new species occurs in the United States or U.S. territories as the result of natural biological or ecological processes.
3. New evidence exists for its natural occurrence in the United States or U.S. territories resulting from natural distributional changes and the species occurs in a protected family.

The Migratory Bird Treaty Reform Act amends the MBTA so that nonnative birds or birds that have been introduced by humans to the United States or its territories are excluded from protection under the MBTA. Most birds found in southern California are protected under the MBTA.

California Fish and Game Code

The California Fish and Game Code is composed of various statutes that aid in the protection of biological resources, including Native Plant Protection Act (NPPA) of 1977 and the California Endangered Species Act (CESA) (California Fish and Game Code Sections 2050-2098). The NPPA designated plants as rare or endangered and prohibits the take of any such plants, unless authorized in limited circumstances by the Fish and Game Commission. CESA prohibits public agencies from approving projects that could jeopardize species listed under CESA as endangered or threatened. In addition, California Fish and Game Code protects native and migratory birds including nests and eggs in addition to protecting various mammals (Section 4700), amphibians (Section 5050), and fish species (Section 5515). For this reason, California Fish and Game Code requires that California Department of Fish and Wildlife be notified of lake or streambed alteration activities. If activities are determined to adversely affect existing fish and wildlife resources by CDFW, a streambed alteration agreement must be authorized to ensure the protection of biological resources and water quality.

City of Ontario Municipal Code

Section 10-2 (Chapter 2) of the Ontario Municipal Code addresses tree protection, maintenance, and replacement policies for trees (mostly publicly owned). The following Sections of Ontario's Development Code, discuss tree mitigation pertaining to new development:

- **Heritage Tree Preservation:** As indicated within Ontario's Development Code, the term "Heritage Tree" means a tree designated for preservation pursuant to Section 4.02.060 (Historic Preservation—Historic Landmark and District Designations, and Architectural Conservation Areas), as a tree of historic or cultural significance, or a tree of importance to the community due to any one of the following factors:
  a) It is one of the largest or oldest trees of the species located in the City with a trunk diameter of 18 inches or greater at diameter breast height (DBH); or
  b) It has historical significance due to an association with an historic building, street, person, or event; or
  c) It is defining landmark or significant outstanding feature of a neighborhood or district, or typical of early Ontario landscape, including:
     - Cinnamomum camphora (Camphor Tree),
     - Cedrus deodara (Deodar Cedar),
     - Platanus acerifolia (London plane),
     - Quercus suber (Cork Oak),
     - Quercus ilex (Holly Oak), or
     - Schinus molle (Palifornia Pepper); or

  d) It is a Native Tree. The term "Native Tree" means any one of following California native tree, which has a trunk diameter of more than 8 inches, measured DBH including:

- Platanus racemosa (California Sycamore),
- Pinus torreyana (Torrey Pine),
- Quercus agrifolia (Coast Live Oak),
- Quercus engelmannii (Engelmann Oak),
- Quercus lobata (Valley Oak), or
- Umbellularia californica (California Bay).

- **Heritage Tree Replacement:** Healthy Heritage Trees that are approved for removal shall be replaced with new trees and shall be shown on required Landscape and Irrigation Construction Documentation Plans. Replacement trees shall have a total trunk diameter (caliper) equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on the lot size and available planting space. Replacement trees shall be in addition to the quantity of trees required by the Planning Department for landscaping (see Section 6.05.035 (Landscape Development Standards) for required trees).

- **Parkway Trees Removal:** No person shall remove or relocate any parkway tree (parkway shall mean that portion of any public street ROW between the ROW boundary line and the curb line and between curbs for the median) without prior authorization from the Public Works Agency of the City. A parkway tree may be removed by the City for any of the following reasons:
  a) Visual hazard. Obstructing sight distance necessary for the safe operation of vehicles at street intersections or obscuring in an otherwise incurable manner any traffic or railroad crossing signal or other safety device.
  b) Safety hazard. Any condition deemed to be an immediate hazard to life or property which cannot otherwise be corrected.
  c) Condition. Dead, decayed, or diseased beyond correction.
  d) Unauthorized. Planted without a permit, improper location or variety, or prohibited type.
  e) Where the removal is necessary to reasonably utilize solar collectors, and:
     i. Thirty (30) days prior to installation of the solar collectors, the City was notified in writing of the intent to install such collectors;
     ii. The solar collectors, where possible, are located so that no street tree removal is required; and
     iii. The removal of such tree or trees will not be detrimental to the public.

4.2 Existing Conditions

The Project is within a fully urbanized area where there is no native habitat; existing ornamental landscaping within the APE provides habitat for species that have acclimated to urban environments with high levels of activity. The Project is not located in a mitigation fee area for endangered species. The following paragraphs provide a description of existing conditions for biological resources within the Local Vicinity of the Project based on a field survey conducted by a qualified biologist.

Vegetation and Trees

Existing plants within the Parkways along Euclid Avenue consist of landscaping within the center median of Euclid Avenue and within landscaping along the back of the sidewalks. Soils in the APE have been mechanically disturbed, amended, and heavily compacted from decades of urbanization and agriculture. Plant species observed within the Parkways include Peruvian pepper (Schinus molle), rose (Rosa spp.), lantana (Lantana sp.), southern magnolia (Magnolia grandiflora), London plane tree (Planatus acerifolia), and jacaranda (Jacaranda mimosifolia). According to the Tree Survey and Arborist Report prepared by CalPacific, a total of 729 trees were surveyed within the APE for the Project and 379 of the trees qualify as Heritage Trees. The arborist's report indicates that 163 trees (approximately 22%) of the trees that were surveyed for the Project show signs of disease/decline, lack adequate vigor, or show poor growth form/branch attachment posing an elevated risk of failure, thereby necessitating consideration for removal. Ten (10) of these trees were noted as posing an

immediate hazard requiring urgent attention due to the failure risk they pose to nearby vehicular and pedestrian traffic. Many of the silk oak trees along the Euclid Avenue corridor contain canopies that obscured observation of structural defects; these trees are Heritage Trees and known for their weak wood strength (UFEI 2024).

In areas adjacent to E. Riverside Avenue south of the ROW along the edge of the agricultural fields, marginal habitat for primary successional, weedy, and invasive plant species are present and include curly dock (Rumex crispus), ripgut brome *(Bromus diandrus),* horseweed (Erigeron canadensis), telegraph weed *(Heterotheca grandiflora),* prairie sunflower *(Helianthus petiolaris),* and pigweed *(Amaranthus sp.).* Landscaping found within the APE and Local Vicinity has the potential to provide suitable nesting habitat for year-round and seasonal avian residents, as well as migrating songbirds that could occur in the area that are adapted to urban environments.

Wildlife

The field survey for the Project indicates no amphibians or hydrogeomorphic features (e.g., creeks, ponds, lakes, reservoirs) are in the APE or Local Vicinity. The APE provides minimal habitat for foraging and cover. The only reptile species observed during the field investigation was western fence lizard (Sceloporus occidentalis). Avian species observed during the field investigation include rock pigeon *(Columba liva),* house *finch (Haemorhous mexicanus)*, mourning dove *(Zenaida macroura),* house sparrow *(Passer domesticus),* and American crow *(Corvus brachyrhynchos).* No active nests or birds displaying nesting behavior were observed during the field survey, which was conducted during the breeding season. No mammalian species were observed.

Research for the Project from the California Natural Diversity Database (CNDDB) and California Native Plant Society's (CPNS) Electronic Inventory identified twenty (20) special-status plant species, fifty-seven (57) special-status wildlife species, and one (1) special-status plant community as having potential to occur within the San Bernardino South USGS 7.5-minute quadrangle where the Project is located. The biologist surveyed the APE and Local Vicinity for presence of special-status plant and wildlife. The biologist's field survey documents no special status plants or wildlife were observed within the APE or Local Vicinity. Fifty-five (55) special-status species are presumed absent with no suitable habitat present within the APE or Local Vicinity and, two species have low potential for being found within the APE and Local Vicinity. (See ***Appendix B*).**

According to the San Bernardino County General Plan, the Project has not been identified as occurring within a wildlife corridor or linkage. As designated by the San Bernardino County General Plan Open Space Element, the nearest major corridor or linkage documented in the vicinity of the Project is approximately 4.51 miles to the southwest in association with Chino Hills State Park.

Wetland

The APE and Local Vicinity do not support any riparian habitat, inundated areas, wetland features, or hydric soils that would be considered jurisdictional by the Corps, Regional Board, or CDFW. A query of the NWI database found no potential blueline streams, riverine, or other aquatic resources in the APE or Local Vicinity. The Project, APE, and Local Vicinity are in an urban setting. Review of USFWS National Wetland Inventory (NWI) and Environmental Protection Agency (EPA) Water Program "My Waters" data layers and the field survey for the confirmed that no wetlands are near or adjacent to the Project.

4.3 Project Impacts

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?

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. Potentially significant direct impacts from the Project could occur from trimming or removing trees or landscaping with active nests. Potentially significant indirect impacts

could occur from construction activities and elevated noise and activity levels within proximity to active nests. The Project will install tree replacements and will restore disturbed landscaped areas to pre-project conditions therefore, the Project has the potential during construction to directly and indirectly impact nesting birds which are protected under the MBTA and California Fish and Game Code. For this reason, the Project shall implement Mitigation Measure ***MM BIO-01: Preconstruction Nesting Bird Clearance Survey***, which will require a pre-construction bird nesting survey to reduce potentially significant temporary impacts on nesting birds to less than significant levels.

For the reasons above, Project impacts are anticipated to be reduced to less than significant levels with the implementation of Mitigation Measure ***MM BIO-01: Pre-construction Nesting Bird Clearance Survey***.

MITIGATION:
MM BIO-01: Preconstruction Bird Nesting Clearance Survey.

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?

DISCUSSION OF EFFECTS:
No Impact. Due to absence of riparian habitat and natural communities within the APE and Local Vicinity, the Project will not result in direct impacts to wetland or riparian resources under Corps, Regional Board, or CDFW jurisdiction. The Project will be limited to developed and disturbed public ROW. Regular City maintenance will include sprinkler checks to reduce overspray and runoff. The Project will implement temporary BMPs for water quality pursuant the standard application of Ontario's Municipal Storm Water Permit for Construction. This will prevent indirect impacts downstream from Project construction on riparian habitat or other sensitive natural communities and beneficial uses of receiving waters. Therefore, the Project would not contribute additional erosion, siltation, or pollutants in surface runoff through standard enforcement of Ontario's Municipal Storm Water Permit for Construction. After construction, disturbed surfaces will be returned to pre-project conditions.

As a result, impacts are not anticipated. No Mitigation Measures are needed.

MITIGATION:
None required.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

DISCUSSION OF EFFECTS:

No Impact. The Project will not have direct impacts on wetlands under state or federal jurisdiction. There are no wetlands within the APE and Local Vicinity. Temporary water quality BMPs have been incorporated into the MMRP for the Project for erosion control and reduced runoff from construction areas. Water quality BMPs are also intended to prevent discharge of pollutants, dissolved solids and debris into surface waters so that Project implementation will have no impact on receiving waters during construction. The Project will not change long-term operations of the City's parks and open space and there are no impacts in this regard. BMPs are required so that downstream resource impacts will be less than significant and are implemented through the standard application of the City's plan check and inspection process for compliance with the Municipal Storm Water Permit for Construction issued by the Regional Water Quality Control Board. BMPs and mitigation measures for the Project are included in the MMRP (***MM HYDRO-01: SWPPP and MM HYDRO-02: Limitation on Construction During Storm Events***) to verify implementation of water quality protections during Project construction. Therefore, no impacts to wetlands are anticipated; and, no additional Mitigation Measures are needed.

MITIGATION:
MM HYDRO-01: SWPPP and MM HYDRO-02: Limitation on Construction During Storm Events

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

DISCUSSION OF EFFECTS:
Less Than Significant Impact with Mitigation Incorporated. The Project will not directly impact movement of any native resident or migratory fish or wildlife species. The Project is proposed within a fully urbanized area and does not require permanent changes to the operation and maintenance of the City's parks and open space or significant changes to land use or above ground structures. Project construction will impact 60-80 LF within the APE daily. Ten (10) tree removals/replacements following a bird nesting survey in the APE are proposed; indirect impacts from pollutants in runoff and temporary exhaust and noise from construction will be isolated within the APE due to implementation of the MMRP. For the reasons above, the Project will not significantly impact established corridors for regional wildlife, riparian, or creek corridors and linkages. There will be no direct or indirect impacts on these resources or on wildlife movement opportunities.

The MMRP for the Project will enforce erosion and sediment control, waste management, runoff control, and pollution control to reduce impacts to any natural resources. The Project will implement Best Management Practices and Mitigation Measures for water quality (***MM HYDRO-01: SWPPP and MM HYDRO-02: Limitation on Construction During Storm Events).*** As a result, the Project anticipates less than significant impacts with the implementation of mitigation measures. The Project will also comply with the MBTA.

MITIGATION:
MM HYDRO-01: SWPPP and MM HYDRO-02: Limitation on Construction During Storm Events

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. The Project has been designed to place the proposed mains and laterals where they will avoid most tree root zones in the APE. Tree maintenance that is proposed within Segments 1, 2, and 6 of the APE includes replacement of ten (10) CDF Heritage Trees within the median and parkway of Euclid Avenue and one (1) Heritage Tree south of W. Flora Avenue at James R Bryant Park, consistent with Ontario's Municipal Code. The MMRP for the Project will be implemented throughout construction and requires qualified arborist monitoring of trees and roots during construction and after construction. Plans for the Project indicate replacement tree species that are consistent with the Ontario Municipal Code. Post tree monitoring is a requirement of the MMRP for trees that are replanted and trimmed during construction.

Project compliance with Ontario's tree preservation policies and ordinances is further discussed in *Section 1, Aesthetics* and depicted in ***Table 7: Tree Maintenance Recommendations*** and on ***Figure 2A Local Vicinity*****.** Mitigation measures ***MM AES-01 through AES-05*** of the MMRP require monitoring by a qualified arborist and archaeologist for compliance with Ontario's Municipal Code regarding protection and preservation of Heritage Trees and trees that may be historically significant. The MMRP requires compliance with Ontario standards for tree protection through arborist monitoring during tree trimming to protect the critical root zone of trees within the APE during construction; qualified arborist oversight of replacement trees during planting and during three years of maintenance after construction is also required by the MMRP for the Project.

MITIGATION:
MM AES-01: Certified Arborist,
MM AES-02: Tree Protection During Construction,
MM AES-03: Tunneling,
MM AES-04: Hydro Excavation,
MM AES-05: Tree and Landscaping Replacement Plan, and
MM BIO-01: Preconstruction Bird Nesting Clearance Survey.

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?

DISCUSSION OF EFFECTS:
No Impact. There are no natural habitat conservation plans applicable to the APE or Local Vicinity. The Project will comply with Ontario's Municipal Code.

MITIGATION:
None required.

g) 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?

DISCUSSION OF EFFECTS:
No Impact. The Project will be implemented in currently developed City ROW. A pre-construction bird nesting survey is required by the MMRP for compliance with the MBTA; there will be no direct impacts on habitat for candidate, sensitive, or special status species. An MMRP has been prepared for the Project and includes requirements for a SWPPP so that Project construction will not have indirect impacts.

MITIGATION:
None required.

5. CULTURAL RESOURCES

The information in this section is based on a records search and intensive-level field survey. The records search was conducted on January 23, 2024, at the South Central Coastal Information Center (SCCIC) at California State University, Fullerton. This archival research reviewed the status of all recorded historic and prehistoric cultural resources and survey and excavation reports completed within one-half mile of the Project. Additional resources reviewed include the Built Environment Resource Directory (BERD), which summarizes California Office of Historic Preservation (OHP) findings for resources listed and eligible for listing in the NRHR and the CRHR. An intensive-level cultural resources field survey of the APE was conducted on February 8, October 14, and November 1, 2024. Cultural Resources were recorded on DPR 523 forms and are included in ***Appendix D, Cultural Resources Assessment for the Euclid Avenue Recycled Water System Project,*** Prepared by BCR Consulting LLC and Dates December 27, 2024. Digital photographs were taken at various points along the Project. These include overviews as well as detailed photographs of all cultural resources. Cultural resources were recorded per the California OHP Instructions for Recording Historical Resources in the field using:

- Detailed note taking for entry on DPR Forms (see ***Appendix D***)
- Hand-held Garmin Global Positioning systems for mapping purposes
- Digital photographic overviews and photographs of all cultural resources (see ***Appendix D***).

5.1 Regulatory Compliance

California Public Resources Code 15064.5

CEQA calls for the evaluation and recordation of historic and archaeological resources within California Public Resources Code (PRC) Section 15064.5. Criteria for determining significance of impacts to cultural resources are based on Section 15064.5 of the CEQA Guidelines and Guidelines for the Nomination of Properties to the CRHR. Properties eligible for listing in the CRHR, and subject to review under CEQA, are those meeting the criteria for listing in the CRHR, or designation under a local ordinance. The following regulations are applicable to cultural resources that could be found in the APE:

California Code of Regulations Title 14 Subsection 15064.5 (a) is the CEQA section that generally defines historically significant cultural resources as any object, building, structure, site, area, place, record, or manuscript which is:

- A resource listed or eligible for listing by the State Historical Resources Commission, for listing in the CRHR;
- A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code, or identified as significant in an historical resource survey meeting the requirements section 5024.1(g), (listed as historical by local ordinance); and,
- A resource that a Lead Agency determines to be historically significant.

California Code of Regulations §15064.5 (a)(3) relating to impacts on historical resources pertains to environmental changes impacting any object, building, structure, site, area, place, record, or manuscript associated with:

- Events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
- The lives of persons important in our past.
- 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.
- Resources which have yielded, or may be likely yield, information important in prehistory or history.

CEQA Statute (PRC Section 21083.2)

CEQA Section 21083.2 requires that the CEQA Lead Agency determine whether a project may have a significant effect on unique archaeological resources. A unique archaeological resource is defined as an archaeological artifact, object, or site about which it can be clearly demonstrated that there is a high probability that it:

- Contains information needed to answer important scientific research questions, and there is demonstrable public interest in that information;
- Has a special or particular quality, such as being the oldest of its type or the best available example of its type; or
- Is directly associated with a scientifically recognized important prehistoric or historic event or person.

California Register of Historical Resources (PRC Section 5024.1(d)(1))

Properties that are listed in or eligible for listing in the NRHP pursuant to Section 106 of the NHPA are considered eligible for listing in the CRHR if they meet one or more of the NRHP criteria listed above and are of "historic age." The CRHR requires that sufficient time has passed since a resource's period of significance to "obtain a scholarly perspective on the events or individuals associated with the resources." (CCR 4852 [d][2]). Fifty years is normally considered sufficient time. In order that the evaluation remain valid for a minimum of five years, all resources older than 45 years are considered historic-age resources requiring evaluation for CRHR listing eligibility and CEQA significance. The CRHR also requires that a resource possess integrity, which is defined as the ability for the resource to convey its significance through seven aspects: location, setting, design, materials, workmanship, feeling, and association.

California Health and Safety Code Section 8100

Section 8100 of the California Health and Safety Code defines a cemetery as six or more human burials at one location. Disturbance of Native American cemeteries is a felony (Health and Safety Code Section 7052). Section 7050.5 of the Health and Safety Code requires that if human remains are found during construction or excavation, the activities be stopped until the county coroner can determine if the remains are Native American. If the remains are determined to be Native American, the coroner must then contact the Native American Heritage Commission, which has jurisdiction pursuant to PRC Section 5097.

City of Ontario Municipal Code

Historic Preservation: The City of Ontario Development Code Section 4.02.060. Historic Preservation and District Designation and Architectural Conservation Areas provides the following designation criteria for a property to qualify as a City Historic Landmark:

a) It exemplifies or reflects special elements of the City's history;
b) It is identified with persons or events significant in local, state, or national history;
c) It is representative of the work of a notable builder, designer, architect, or artist;
d) It embodies distinguishing architectural characteristics of a style, type, period, or method of construction;
e) It is a noteworthy example of the use of indigenous materials or craftsmanship;
f) It embodies elements that represent a significant structural, engineering, or architectural achievement or innovation;
g) It has a unique location, a singular physical characteristic, or is an established and familiar visual feature of a neighborhood, community or the City;
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.

Local Historic District: A neighborhood or area listed as a historic resource may be designated a "Local Historic District" by Ontario if the neighborhood meets the criteria for listing in the National Register or the California Register, or it meets one or more of the following criteria:

a) It is a geographically definable area possessing a concentration of historic resources or a thematically related grouping of structures that 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 or possesses high artistic values;
b) It 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;
c) It is associated with, or the contributing resources are unified by, events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States;
d) It is, or the contributing resources are, associated with the lives of persons important to the City, State or National history.

For cultural resources to be considered for evaluation for the above criteria. In addition to landmark and district designation criteria, historic resources must have integrity for the time in which they are significant. The period of significance is the date or span of time within which significant events transpired or when significant individuals made their important contributions. The term integrity means the authenticity of a historical resource's physical identity, as evidenced by the surviving characteristics or historic or prehistoric fabric that existed during the resource's period of significance including design, setting, materials and workmanship, location, feeling, and association.

Designated City of Ontario Historic Districts
The following areas are official historic districts that are recognized by the City of Ontario. Improvements within the boundaries of historic districts are subject to site plan review and approval by Ontario for compliance with local policies and codes that are established for preservation of historical resources:

Designated City of Ontario Euclid Avenue Historic District: Although Euclid Avenue comprises the central feature of this district, Euclid Avenue ROW is individually documented below as a Historical Property on the NRHR and CRHR and is subject to HPTMP requirements. The Euclid Avenue Historic District contains the portion of Euclid Avenue bounded by G Street on the South and I-10 on the north. The Project coincides with this district from G Street in the south to 4th street near Chaffey High School at the northern terminus. CDF of the district include the 60-foot-wide landscape median, parkway trees, scored sidewalks, granite cobblestone curbs, streetlights, and front yard setbacks and open space. This historic district includes 102 properties consisting of historic-age buildings of which 75 are contributors to the district.

Euclid Avenue: Euclid Avenue is an eight-mile-long, roughly 200-foot-wide street with two lanes of traffic in both directions within the APE. The northbound and southbound sides are divided by an approximate 60-foot-wide landscaped median. Rows of trees, mainly pepper trees and palms, were originally planted along much of its length. The segment of the street stretching from the railroad tracks just south of Transit Street northward to 4th Street (where the Project is located) was constructed between 1882 and 1884 under the supervision of George and William Chaffey. It has served as Ontario's main thoroughfare since that time and has garnered international praise as an early and exceptional example of landscape architecture and irrigation colony community planning.

Euclid Avenue remains a vital and celebrated route through the cities of Ontario and Upland. It was listed in both the NRHR and the CRHR on August 10, 2005, as occupying its current alignment between Philadelphia Street in Ontario and 24th Street in Upland (California Office of Historic Preservation 2020). It is also City of Ontario Designated Historic Landmark No. 67 (City of Ontario 2012). The segment of Euclid Avenue between G Street and I-10 is a contributor to the Designated Euclid Avenue Ontario Local Historic District, and the segment between G Street and the railroad overpass is a contributor to the proposed Downtown Ontario Local Historic District. Due to its listing on the NRHR, CRHR and its status as a district contributor on the local level, it qualifies as a historical resource under CEQA. Ontario has recently adopted the Euclid Avenue Historic Property

Treatment and Maintenance Plan within the Municipal Code to enforce requirements for maintenance and preservation of all character-defining features of Euclid Avenue.

Proposed City of Ontario Historical Districts
The following additional historic districts are under consideration by Ontario. These are not officially designated; however, these areas contain street trees and granite cobblestone curbs, both of which have been determined character defining features of designated districts elsewhere.

Potential Downtown West Addition Local Historic District: Ontario has depicted this potential district between West Flora Street on the north, West Vesta Street on the south, Vine Avenue on the east, and Beverly on the west. Along W. Flora Street between N. Vine Avenue on the east and at the western terminus, at James R. Bryant Park, the Project coincides with this potential district.

Proposed Downtown Historic District: Ontario has depicted this proposed district between N. Lemon Avenue on the east, N. Laurel Avenue on the west, W. G Street on the north, and the railroad overpass on the south. The Project coincides with this proposed district on Euclid Avenue from E. B Street in the south to the district's northern terminus at E. G Street. The Project also crosses this district on W. F Street from Euclid Avenue on the east to N. Laurel Avenue on the west. The Euclid Avenue Mule Car and Tracks (P-36-15983) is also located within this designated historic district.

Proposed Downtown West Historic District. Ontario has depicted this proposed district between N. Laurel Avenue on the east, N. Vine Avenue on the west, W. G Street on the north, and C Street on the south. The Project coincides with this proposed district on F Street between Laurel Avenue on the east and Vine Avenue on the west.

5.2 Existing Conditions

Background
George and William Chaffey purchased part of Rancho Cucamonga during the mid-1800's, after the Mexican government granted the 12,000-acre Rancho de Cucamonga to Tiburcio Tapia. During this time, Americans began to settle in the west in large numbers due to the Gold Rush and the Chaffey Brothers began to develop Etiwanda, where they tested their irrigation and town planning ideas. They constructed Euclid Avenue as the main thoroughfare and later, they purchased an additional 6,000 acres, which later became the City of Ontario.

Euclid Avenue: Euclid Avenue is listed on both the NRHR and the CRHR; it is also documented in The Ontario Plan as a resource of historical importance to Ontario. Additional standards for ongoing protection of Euclid Avenue and the "character defining features", CDF, together make the ROW historically significant, such as Heritage Trees, rose beds, historic-age structures, historical community structures, have recently been incorporated into Ontario's Municipal Code. Therefore, Euclid Avenue is considered a Historical Resource under CEQA and is protected as such in Ontario's Municipal Code. It was originally determined eligible for the NRHR on October 25, 1977, under Criterion C for being a "significant example of landscape architecture, community planning and as a transportation facility" (Smith and Wlodarski 1994). In April 2024 Ontario accepted the relinquishment of Euclid Avenue within city limits from Caltrans and now Ontario is responsible for maintenance of Euclid Avenue according to SOIS standards in perpetuity. Based on observations made during the field visit and substantial background research, BCR verified that Euclid Avenue remains intact within the APE for the Project. Under existing conditions, CDF are not continuous and are found throughout the APE. The following information was provided for resources within the Euclid Avenue ROW, P-36-15982 (Euclid Avenue); P-36-15983 (Historic Period Mule Car and Railroad Tracks); and P-36-16417 (Historic-Period Mission Road):

- **P-36-15982.** Euclid Avenue is an eight-mile-long, roughly 200-foot-wide street with two lanes of traffic in both directions (Alexander 2005; City of Ontario, CA 2022). The northbound and southbound sides are divided by a 60-foot-wide landscaped median. Rows of trees, mainly pepper trees and palms, were

originally planted along much of the length of Euclid AVenue. The segment of the street stretching from the railroad tracks just south of Transit Street northward to 24th Street (containing the Project) was constructed between 1882 and 1884 under the supervision of George and William Chaffey. It has served as Ontario's main thoroughfare since then and has garnered international praise as an early and exceptional example of landscape architecture and irrigation colony community planning. Today, it remains a vital and celebrated route through the cities of Ontario and Upland. Euclid Avenue is listed in the National Register and as such qualifies as a historical resource under CEQA.

- **P-36-15983.** The Euclid Avenue Mule Car and railroad tracks comprised a trolley car system that ran down the center of the street's median (Department of Parks and Recreation 1974; City of Ontario ca. 2020). It was first developed in 1887. Two trolly cars were used on it, each pulled by a single mule up the hill towards 24th Street. At the north end of the line, the mule would be loaded onto a trailer at the back of the car, and it would descend the hill to the south end of the track using gravity and a brake system. Electric trollies replaced the mule-powered ones in 1896. The line was completely removed sometime in the early to mid-twentieth century. A small museum featuring a reconstruction of one of the mule car trollies was placed in the Euclid Avenue median just south of its intersection with E. B Street (immediately west of the Project Alignment). This resource was listed as a California Point of Historical Interest in 1974 (Reg. No. SBr-033) but was subsequently found ineligible for the NRHP.
- **P-36-16417.** The San Bernardino-Sonora Road was a northern segment of the Emigrant Trail (Department of Parks and Recreation 1973). During the period between 1822 and 1827 priests from the San Gabriel Mission travelled the road on their way to the San Bernardino Asistencia. In 1827, Jedidiah Smith used the path to make his way out of southern California. Today, W. J Street is roughly in the location of the original road where it would have intersected with Euclid Avenue. However, no traces of it remain. Formal eligibility evaluation of the road has not taken place in the APE.

Euclid Avenue Historic District (4th Street to E. Holt Blvd.): The APE consists of paved or developed ROW. There are numerous CDF throughout the median and side parkways of the APE; these are depicted on ***Table 6: Project Components (APE)*** and in ***Figure 2A: Northern Portion Local Vicinity Map***. CDF in the APE include eight (8) trees along Euclid Avenue ROW that are in poor health as documented in the Tree Survey and Arborist Report (see ***Appendix D***). The Local Vicinity is fully developed with mixed-use, residential, commercial, and institutional properties. Historic resources are listed in ***Table 15: Cultural Resources Within One-half Mile of the Project Area***.

Proposed Downtown West Historic District (F Street):
Proposed Downtown Historic District: (Euclid Avenue between E. B Street and E. G Street. This district includes the F Street/Euclid Avenue intersection, and Mule Car and Tracks (P-36-15983)).

Records Search Data
Results from the records search indicate that 23 previous cultural resource studies have taken place, and 29 cultural resources have been identified within a half-mile radius of the Project, see ***Table 15: Cultural Resources within One-Half Mile of the Project Area*****.**

TABLE 15: CULTURAL RESOURCES WITHIN ONE-HALF MILE OF THE PROJECT AREA

USGS 7.5 Min Quad	Primary No.	Resource Description	Within Project	Studies Within One-Half Mile
Guasti (1981), Ontario (1981)	P-36-10330	Union Pacific Railroad	0.2 Miles S	SB-80, 295, 307, 324, 800, 2795, 2796, 3248, 3560, 4500, 4678*, 4683*, 5713, 5716, 5723*, 5874, 5976, 6929, 7075, 7300, 7301, 7732, 7886
	P-36-13230	Historic-Period Residence	0.3 Miles S	
	P-36-13231	Historic-Period Residence	0.3 Miles S	
	P-36-13232	Historic-Period Residence	0.4 Miles S	
	P-36-13233	Historic-Period Residence	Adjacent S	
	P-36-13234	Historic-Period Residence	0.1 Miles S	
	P-36-13235	Historic-Period Residence	Adjacent S	
	P-36-13236	Historic-Period Residence	0.35 Miles S	
	P-36-13237	Historic-Period Residence	Adjacent S	
	P-36-13238	Historic-Period Residence	0.1 Miles S	
	P-36-13239	Historic-Period Residence	Adjacent S	
	P-36-13240	Historic-Period Residence	0.1 Miles S	
	P-36-13241	Historic-Period Residence	0.2 Miles E	
	P-36-13242	Historic-Period Residence	0.3 Miles E	
	P-36-13243	Historic-Period Residence	0.25 Miles E	
	P-36-13244	Historic-Period Residence	0.45 Miles SE	
	P-36-15862	Historic-Period Dietz Garage	0.1 Miles SE	
	P-36-15980	Euclid Ave RR Properties	Adjacent to S Side	
	P-36-15980	Historic- Per. DeAnza Pk. Marker	0.2 Miles S	
	P-36-15982	Euclid Avenue*	--	
	P-36-15983	Historic-Period Mule Car and Railroad Tracks*	0.2 Miles S	
	P-36-16070	Chaffey High School Auditorium	0.1 Miles W	
	P-36-16074	Chaffey High School	Adjacent W	
	P-36-16083	Historic Period Somerset Hall	Adjacent SE	
	P-36-16223	Historic-Period Frankish Building	0.1 Miles S	
	P-36-16226	Historic-Period Ontario St. Bank	0.2 Miles S	
	P-36-16288	Historic-Period Post Office	0.2 Miles S	
	P-36-16381	St. George Catholic Church	0.2 Mile W	
	P-36-16417	Historic-Period Mission Road*	--	

Source: BCR Consulting, 2024
Notes: * Occurred Within the Project Area.

5.3 Project Impacts

The following Discussion is based on a Cultural Resources Assessment conducted by BCR Consulting LLC, dated on March 19, 2024 (see ***Appendix D***), which includes a cultural resources records search, a Sacred Lands File search, and intensive-level pedestrian cultural resources field surveys. David Brunzell M.A., R.P.A, acted as Principal Investigator, provided Project oversight, and authorized the technical report with contributions from BCR Consulting Staff Archeologist Doug Kazmier, B.A.; BCR Consulting Archeological Crew Chief Nicholas Sheptuk, B.A and Staff Archeologist George Brentner, B.A. South-Central Information Center (SCCIC) staff completed the cultural resources records search through its archive at California State University, Fullerton. Mr. Kazimer completed the field survey.

a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. Public Resources Code, Section 5024.1; 14 CCR 15064.5 provides a definition of historical resources, which is summarize as follows: (1) A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Pub. Res. Code § 5024.1, Title 14 CCR, Section 14 CCR, Section 4850 et seq.); (2) A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code, "Local Register of Historical Resources" or identified as significant in an historical resource survey meeting the

requirements section 5024.1(g) of the Public Resources Code; and, (3) 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

Pursuant to PRC § 15064.5, designated historical resources within the APE include Site P-36-15983 (the historic-period Euclid Avenue Mule Car and Railroad Tracks) and P-36-16417 (the historic-period San Bernardino-Sonora Road), which are considered destroyed at locations that coincide with the Project; therefore, the Project will not impact these historical resources and there is no mitigation required for Site P-36-15983 (the historic-period Euclid Avenue Mule Car and Railroad Tracks) and P-36-16417 (the historic-period San Bernardino-Sonora Road) under CEQA.

Euclid Avenue ROW (P-36-15982) was identified as being intact within portions of the Project APE (Segment 1). The Project will require earthwork, tree removals/replacements, and trenching within proximity to CDF of Euclid Avenue ROW and will have potentially significant impacts during construction on P-36-15982 such as removal or damage to granite cobblestone curb and gutter adjacent to landscape median and parkways, Heritage Trees, scored-masonry sidewalks, vintage streetlights, and community structures in the median including the Bandstand, Women's Christian Union Temperance Drinking Fountain, Veterans Oblisk. The City-adopted HPTMP identifies requirements for protection and restoration of these specific CDF for Euclid Avenue ROW so that the overall historical integrity of this resource will be maintained in perpetuity. These requirements have been incorporated into the MMRP for the Project; therefore, impacts from construction will be less than significant with mitigation. The Project will support the long-term maintenance of CDF and the overall Euclid Avenue ROW as well as implement mitigation measures during construction so that impacts on Euclid Avenue are less than significant.

Areas of active construction that will be closest to the CDF in Segment 1 are where there is the highest potential for significant impacts. The construction activities that are associated with potentially significant impacts are trenching, tree removal, pipe construction, and earthwork that is closest to east of the Bandstand, on the east side of the median, near E. C Street, where a permanent connection between the recycled water system and the existing irrigation system will be made. Potentially significant impacts may also occur during Heritage Tree removals/replacements for Tree #337 and Tree #338 (median north of E. Holt Boulevard), Tree #365 (east side of the median north of E. E Street), Tree #379 (east side of the median, south of E. G Street) Tree #402, Tree #403, and Tree#405(east side of the median south of El Morado Court), Tree #408 (east side of the median south of H Street, and Tree #482 south of E. Granada Court in the easterly parkway of Euclid Avenue. The construction footprint for tree removals is estimated at 20-square-feet and may require temporary removal and replacement of curb, gutter and sidewalks. As construction occurs further away from sensitive resources, potentially significant impacts are reduced by distance and existing barriers. Significant temporary impacts within the Euclid Avenue median, in the north part of the Project between 4th Street and E. Holt Avenue (Segment 1), will be reduced to less than significant with mitigation from the MMRP for monitoring by the qualified arborist and archaeologist so that Euclid Avenue CDF are maintained pursuant to SOIS standards.

As a result of the above, the Project as proposed is not anticipated to result in a significant adverse effect to any historical resources.

MITIGATION:
MM CUL-01: Archeological Monitoring, MM CUL-02: Vibration Monitoring, MM CUL-03: Worker Environmental Awareness Training, and MM CUL-05: Protection and Restoration of Masonry and Structures, and MM CUL-06: Historic Restoration.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. Archaeological resources pursuant to § 15064.5 include cultural, historical, and Native American burials in archaeological sites, in addition to historic structures, that are considered important cultural resources. These resources require protection from disturbance, vandalism, or inadvertent destruction, all of which are considered potentially significant impacts.

The records search and field survey did not identify cultural resources within the APE for the Project, which has been previously disturbed, and the surfaces are completely covered by pavement and landscaping. The resources recorded during this study and the cultural resources identified in the surrounding area during the records search indicate sensitivity for buried cultural resources within soils underlying the Project. In addition, formal AB52 consultation for the Project resulted in identification of additional mitigation measures for protection, assessment for significance and treatment for cultural and tribal resources found during construction. The MMRP for the Project includes Mitigation Measures *MM CUL-01: Archeological and Cultural Resources Monitoring, MM CUL-03: Worker Environmental Awareness Training, MM CUL-04: Human Remains and Funerary Objects*, which will be implemented to ensure field personnel are educated on archaeological resources prior to ground disturbances, and an archeological monitor is present during ground disturbing activities so that earthworks do not cause significant impacts to archeological resources pursuant to Section 15064.5.

With the implementation of Mitigation Measures *MM CUL-01: Archeological Monitoring, MM CUL-03: Worker Environmental Awareness Training,* and *MM CUL-04: Human Remains and Funerary Objects*, less than significant impacts are anticipated.

MITIGATION:
MM CUL-01: Archeological Monitoring.
MM CUL-02: Vibration Monitoring.
MM CUL-03: Worker Environmental Awareness Training.
MM CUL-06: Human Remains and Funerary Objects.

c) Disturb any human remains, including those interred outside of dedicated cemeteries?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. The Project Location has not been used as a cemetery; therefore, the likelihood of discovering human remains at the Project Location is relatively low. However, in the unlikely event that human remains are discovered during earthworks, Mitigation Measures MM CUL-04: Human Remains and CUL-06 Cultural Resource Discoveries shall be implemented by the Project contractor to result in less than significant impact.

MITIGATION:
MM CUL-04: Human Remains and Funerary Objects. If human remains are encountered during any project activities, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC.

6. ENERGY

6.1 Regulatory Compliance

California Energy Commission

The California Energy Commission (CEC) is a planning and policy agency responsible for forecasting future energy needs, promoting energy efficiency, maintaining energy data, developing energy technology, promoting renewable energies, and planning for energy emergencies throughout California. The Title 24 Building Energy Efficiency Standards were developed by the CEC and are updated periodically.

State of California Energy Plan

The CEC is responsible for preparing the State Energy Plan, which identifies emerging trends related to energy supply, demand, conservation, public health and safety, and the maintenance of a healthy economy. The Plan calls for the state to assist in the transformation of the transportation system to improve air quality, reduce congestion, and increase the efficient use of fuel supplies with the least environmental and energy costs. To further this policy, the plan identifies strategies, including assistance to public agencies and fleet operators and encouragement of urban designs that reduce vehicle miles traveled and accommodate pedestrians and bicycles.

- ***Renewable Portfolio Standard***
  California Renewable Portfolio Standard (RPS) was established in 2002 under Senate Bill 1078, requiring "investor-owned utilities, electric service providers, and community choice aggregators to increase use of renewable energy resources to 33 percent of total procurement by 2020" (The 2050 Ontario Plan EIR). The State's electricity grid is transitioning to renewable energy; and the three largest retail energy companies in California provide 43 percent of service from renewable sources.

Pavley (AB 1493) Regulations

California Assembly Bill 1493 enacted on July 22, 2002, required CARB to develop and adopt regulations that reduce GHGs emitted by passenger vehicles and light duty trucks. In 2005, the CARB submitted a "waiver" request to the EPA from a portion of the federal Clean Air Act to allow the State to set more stringent tailpipe emission standards for CO2 and other GHG emissions from passenger vehicles and light duty trucks. The EPA approved the waiver on June 30, 2009.

City of Ontario Community Climate Action Plan

The City of Ontario adopted the Community Climate Action Plan (CCAP) on December 16th, 2014. The CCAP establishes goals and policies that help to reduce Greenhouse gas emissions from nine sectors including: "building energy, renewable energy, wastewater treatment, solid waste management, on-road transportation, off road equipment, agriculture, water and miscellaneous". The CCAP will guide Ontario toward an emission reduction goal of 30 percent below 2020 business as-usual levels as well as the 30 percent reduction goal for 2035 (The 2050 Ontario Plan, 2022). In addition, the City of Ontario utilizes the following assumptions for the City's energy analysis:

- **On-Road Fuel Use.** Fuel use is based on Origin-Destination Method VMT provided by Fehr & Peers (see Section 17, *Transportation*), and modeled using CARB's EMFAC2021 v.1.0.1 web database and calendar year 2021 (existing) and 2050 fuel usage rates. The VMT provided includes the full trip length for land use in Ontario (origin-destination approach) and a 50 percent reduction in the trip length for external-internal/ internal-external trips, consistent with the recommendations of CARB's Regional Targets Advisory Committee.
- **Energy (Natural Gas and Electricity).** Emissions associated with natural gas use for residential and nonresidential land use in Ontario were modeled based on data provided by SoCalGas, and electricity was modeled based on data provided by SCE for the CCAP (see Appendix A). The CCAP is based on year 2019 conditions because it more closely reflects Ontario's GHG targets, and the inventory reflects pre-pandemic conditions. Year 2050 forecasts are adjusted for increases in population and employment in Ontario.

6.2 Existing Conditions

Electricity within Ontario is provided by Southern California Edison (SCE). In 2020, SCE provided 103,597 gigawatt-hours to their entire service area (CEC 2022c). From this total, the City of Ontario's estimated electricity demand is approximately 1,558,836,470 kWh per year: Approximately 316,529,750 kWh per year for residential and 1,242,306,720 kWh per year for nonresidential (The 2050 Ontario Plan, 2022). In 2020, Southern California Edison's sources of energy were derived from "30.9 percent renewable, consisting mostly of solar and wind; 3.3. percent large hydroelectric; 15.2 percent natural gas; 8.4 percent natural gas; 8.4 percent nuclear; 0.3 percent other; and 42.0 percent unspecified sources- that is, not traceable to specific sources (CEC 2022d)[6]. The natural gas provider within the City of Ontario is Southern California Gas Company (SoCalGas). The gas company maintains transmission and distribution lines throughout Ontario to serve an estimated 43.1 million therms per year (The 2050 Ontario Plan, 2022).

6.3 Project Impacts

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?

DISCUSSION OF EFFECTS:

Less than Significant Impact. Impacts to long-term electricity consumption would not occur since there will be no new connections to energy sources or generators with the Project. The Project will result in short-term, temporary energy consumption during construction, resulting in a single energy demand. Energy demand would fluctuate depending on the various construction activities; electric-powered construction equipment and lighting, would result in minimal electricity usage during construction activities. CARB's 2017 Emissions Factors Table **(*Table 16: 2017 Fuel Consumption Rate Factors*)** shows that on average aggregate fuel consumption (gasoline and diesel fuel) would be approximately 18.5 hp-hr-gal and consume an estimated 186,342 gallons of diesel fuel. Since the Project is a "single event" diesel fuel demand would not require on-going of permanent commitment of diesel fuel resources for this purpose.

TABLE 16: FUEL CONSUMPTION RATE FACTORS (BHP-HR/GAL)

Category	Horsepower/ Application	Fuel Consumption
Non-Mobile Agricultural Engines	ALL	17.5
Locomotive	Line Haul and Passenger (Class I/II)	20.8
	Line Haul and Passenger (Class III)	18.2
Other	<750 hp	18.5
	≥ 750 hp	20.8

Source: CARB 2017

In addition, construction worker trips are anticipated to occur from light duty autos (LDA), light duty truck 1 (LDT1), and light duty truck 2 (LDT2) at a mix of 25 percent/ 50 percent/ 25 percent, respectively, along area roadways[7]. Therefore, it is estimated that 102, 912 VMT construction worker trips will be generated, resulting in an estimated 3,956 gallons of fuel consumed. In addition, vendor and hauling during construction will generate an estimated 9,264 VMT; resulting in an estimated 2,111 gallons of fuel from medium to heavy duty vehicles with average fuel consumption of 7.75 mpg and 6.5 mpg from medium heavy-duty and heavy heavy-duty trucks (see ***Appendix A***, Ganddini, 2024).

[6] The electricity sources listed reflect changes after the 2013 closure of the San Onofre Nuclear Generating Station, which is owned by SCE. Numbers are rounded up and may cause the total to not add up to exactly 100%.

[7] CalEEMod User's Guide Appendix A (April 2022) states that construction work trips are made by a fleet consisting of 25 percent light-duty auto (or passenger car), 50 percent light-duty truck type 1 (LDT1), and 25 percent light duty truck type 2 (LDT2) (Appendix A, Ganddini, 2024).

Energy demands of the Project would be accommodated within the context of available resources and energy delivery systems. The Project would not cause or result in the need for additional energy production or transmission facilities. Project activities will minimize impacts to electricity consumption during Project construction, through compliance with State, Federal, and local regulations (See Section 6.1 Regulatory Setting) that directly and indirectly reduce energy consumption as part of greenhouse gas reduction plans (See Section 8.3 Greenhouse Gas Emissions).

Diesel-powered off-road construction equipment would be required to comply with California Air Resources Board's (CARB) regarding retrofitting, repowering, or replacement of diesel off-road construction equipment. CARB has adopted the Airborne Toxic Control Measure to limit heavy-duty diesel motor vehicle idling to reduce public exposure to diesel particulate matter and other Toxic Air Contaminants. Compliance with these measures would result in a more efficient use of construction-related energy and would minimize or eliminate wasteful or unnecessary consumption of energy. Idling restrictions and the use of newer engines and equipment would result in less fuel combustion and energy consumption. These regulations require construction compliance with Best Available Control Technology requirements and minimization of nonessential idling during construction to promote fuel efficiency (The 2050 Ontario Plan).

The Project is included with the planned buildout of The Ontario Plan, Ontario's WMP, and GP EIR and would not result in permanent changes to land use or additional GHG emissions beyond what has been approved in The Ontario Plan. The Project will utilize energy efficient equipment and will implement BMP that will reduce idling pursuant to SCAQMD regulations for air quality; therefore, the Project is not anticipated to result in significant energy consumption and would not exceed what has already been evaluated and certified in the GP EIR. Less than significant impacts would result. The Project does not include any unusual characteristics or construction processes that would require the use of equipment that would be more energy intensive than comparable activities and is water supply infrastructure with no additional features that would require an increased energy demand. The energy demands of the Project are expected to be accommodated within the context of available resources and energy delivery systems.

As a result of the reasons listed above, the Project would result in less than significant environmental impacts and no Mitigation Measures are needed.

MITIGATION:
None required.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

DISCUSSION OF EFFECTS:
Less than Significant Impact. See Section 6.3, a). Plans for the Project indicate consistency with state and local plans for sustainability including the Ontario Community Climate Action Plan, since emissions are projected to be below Ontario's interim targets and the Project will help to conserve Ontario's potable water by converting existing irrigation systems to recycled water. See *Section 8. Greenhouse Gas Emissions*. Project compliance with the Pavley (AB 1493) regulations would be achieved via conformance with federal and state fuel efficiency standards throughout construction and long-term operation. The Project requires a minimal number of vehicle trips during operations; there will be no change in long-term maintenance or vehicle use. During the short-term, the contractor is required to comply with all applicable standards. In addition, the Project contractor must comply with the State's Renewable Energy Portfolio Standards for construction waste throughout construction activities.

The standard application of Ontario's plan review and inspection processes will result in compliance with state and local development standards implementing energy efficiency requirements. For these reasons, less than significant impacts are anticipated. No Mitigation Measures are needed.

MITIGATION:
None required.

7. GEOLOGY AND SOILS

7.1 Regulatory Compliance

Alquist-Priolo Earthquake Fault Zoning Act

California's Alquist-Priolo Earthquake Fault Zoning Act (Alquist-Priolo Act) (PRC Section 2621 et seq.), originally enacted in 1972 as the Alquist-Priolo Special Studies Zones Act and renamed in 1994, is intended to reduce the risk to life and property from surface fault rupture during earthquakes. The California Department of Conservation defines Alquist- Prio Zones as "regulatory zones surrounding the surface traces of active faults in California" (DOC n.d.).

The Alquist-Priolo Act prohibits the location of most types of structures intended for human occupancy across the traces of active faults and strictly regulates construction in the corridors along active faults (earthquake fault zones). Specifically, the Act requires structures intended for human occupancy to maintain a minimum distance of 50 feet from the fault line. It also defines criteria for identifying active faults, giving legal weight to terms such as active, and establishes a process for reviewing building proposals in and adjacent to earthquake fault zones.

Under the Alquist-Priolo Act, faults are zoned and construction along or across them is regulated if they are active and "a fault is considered well defined if its trace can be clearly identified by a trained geologist at the ground surface or in the shallow subsurface, using standard professional techniques, criteria, and judgment.

California Building Code

The California Building Code (Title 24, Part 1) establishes regulations for building design and safety related to seismicity, materials and foundations which are implemented through the standard application of plan check and inspections for grading and building. Southern California is seismically active, and it is likely that the site would experience earthquake ground shaking within the life of the Project. Strong earthquake shaking is a hazard shared throughout the region and the direct risks posed to structures by ground shaking are mitigated through the structural design provisions of the California Building Code (CBC). The seismic design provisions of the 2010 CBC include a methodology by which sites are classified as A through F according to site-specific ground shaking effects.

California Environmental Quality Act (CEQA): Paleontological Resources

CEQA provides guidance relative to significant impacts on paleontological resources, indicating that a project will have a significant impact on paleontological resources if it disturbs or destroys a unique paleontological resources or site or unique geologic feature. Section 5097.5 of the California Public Resources Code specifies that any unauthorized removal of paleontological remains is a misdemeanor. Further, California Penal Code Section 622.5 sets penalties for damage or removal of paleontological resources. CEQA documentation prepared for projects would be required to analyze paleontological resources as a condition of the CEQA process to disclose potential impacts. Please note that as of January 2018 paleontological resources are considered in the geological rather than cultural category.

City of Ontario

Projects within Ontario are required to comply to California Building Codes. The CBC has been incorporated into the Municipal Code as *Title 8, Chapter 1, Section 8-1.01: Adoption of Administrative Code*.

- Erosion Control and Sediment Control Plan Requirements
  Prior to the issuance of building permits, the City Engineering Department requires project plans include "Erosion Control and Sediment Control and Contractor Activity Notes" (The 2050 Ontario Plan). This procedure is enforced by City Staff during the plans check and inspection process to ensure projects prevent soil erosion and discharge of other construction-related pollutants that could contaminate state and local water resources. In addition, Ontario's plan check process requires applicants to display conformance with

applicable Best Management Practices (BMPs) like those recommended within the California Stormwater Quality Associations' Construction BMP Online Handbook (December 2019); and prepare a Stormwater Pollution Prevention Plan (SWPPP).

7.2 Existing Conditions

Geologic Composition

The Project is located within the Upper Santa Ana River Valley. Geologic units within this area are composed of alluvial fans formed by streams flowing out of the San Gabriel Mountains from the north and sediments less than 11,000 years old (Holocene), which have been deposited by water and wind (The 2050 Ontario Plan, 2022). According to *Figure 5.7-1 Geologic Map* within the GP EIR, the Project is underlain with Young Alluvial Fan Deposits. These deposits range from the Holocene to late Pleistocene period and consist of slightly to moderately consolidated deposits of brown to grayish silt, sand, and gravely sand with cobbles (The 2050 Ontario Plan EIR, 2022). The City of Ontario has a gentle slope of approximately 1 percent with elevations ranging from approximately 1,150 feet in the north and 640 feet in the south.

Seismic Activity: Seismic activity is common within the Southern California region. The Ontario Plan and GP EIR indicate no fault lines are within city limits. The closest active fault to the Project is the Red Hill-Etiwanda Avenue Fault, part of the Cucamonga fault zone, and the Cucamonga Fault, located approximately 5 and 11 miles north of the Project. The Red Hill-Etiwanda Avenue Fault, traverses east across the City of Upland, and the Cucamonga Fault, extends east-west along the southern perimeter of the San Gabriel Mountains to Lytle Creek in the east. Since both faults are part of the Cucamonga Fault zone, approximately 16 miles long along the southern front of the San Gabirel Mountains, these faults have potential maximum magnitudes of 6.9 (ECI 2006). The most recent earthquake near Ontario was a magnitude 5.4 earthquake in 2008, located approximately 6 miles southwest of city limits within Chino Hills.

Liquefaction: According to the Department of Conservation, CGS Seismic Hazards Program: Liquefaction Zones Map, the City of Ontario is not within a liquefaction zone. Liquefaction zones closest to the City of Ontario are approximately 16 miles west within the City of Pomona and foothills of Chino, Puente, and San Jose Hills.

Landslides: According to the California Department of Conservation, Landslide Inventory Map, city limits, and the Project Location are not located within an area prone to landslides.

7.3 Project Impacts

Responses in the following sections are based on the following technical reports prepared for the Project which outline the baseline conditions of geology and soil composition:

- **Appendix C**- Cultural Resources Assessment for UT1072 Downtown Recycled Water Pipeline Project, Ontario, San Bernadino County, CA, BCR Consulting, February 22,2024.
- **Appendix E**: Soils and Geotechnical Investigation, Euclid Avenue Downtown Recycled Water Pipeline Project, Ontario, San Bernardino County, California, prepared by NOVA Service on December 8, 2023

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

DISCUSSION OF EFFECTS:

No Impact. The Project is not located within the boundaries of an Earthquake Fault Zone for fault rupture hazard defined by the Alquist-Priolo Earthquake Zoning Act of 1972, as indicated by research on California's Department

of Conservation, Geological Survey Website, reference (CGS Earthquake Zones (ca.gov) the closest faults are approximately 5 and 11 miles north from the Project. The Project does not propose habitable structures or additional permanent population.

For the reasons above, substantial unique threat associated with implementation of the Project would not occur. Project impacts are not anticipated to differ substantially from what is expected to occur at other properties in the Local Vicinity.

MITIGATION:
None required.

ii. Strong seismic ground shaking?

DISCUSSION OF EFFECTS:
Less than Significant Impact. All of California is subject to potential seismic activity, and areas within proximity of fault zones are subject to regulations minimizing risk associated with ground shaking. The Project is subject to ground shaking due to its geographic location and the state's overall susceptibility to earthquakes; there is nothing unique about the location of the Project that would make it susceptible to strong seismic ground shaking. The severity of shaking is dependent on proximity with active faults and estimated maximum ground acceleration of the fault. While potential for seismic ground shaking is relatively high due to the proximity of the Project to the nearest fault zone, being approximately 5 miles from the closest fault line. The Project is required to comply with seismic safety provisions for earth work which are incorporated into Chapter 10c-30 - Excavation and Grading as well as Engineering Standards for utility design and installations. Compliance with these regulations reduces potential hazards from ground shaking to less than significant levels. Therefore, impacts from seismic ground shaking are anticipated to be less than significant. No Mitigation Measures are needed.

MITIGATION:
None required.

iii. Seismic-related ground failure, including liquefaction?

DISCUSSION OF EFFECTS:
Less than Significant Impact. Liquefaction is not identified as a potential hazard within city limits based on groundwater levels being greater than 50 feet below ground surface; therefore, there will no impacts due to liquefaction. The incorporation of engineering design standards into plans for the Project and the standard application of Ontario's plan check and inspection process during construction will result in less than significant impacts related to seismic-related ground failure. Therefore, no Mitigation Measures are needed.

MITIGATION:
None required.

iv. Landslides?

DISCUSSION OF EFFECTS:
No Impact. The Project is not within an area prone to landslides according to the Department of Conservation. The Project is located on flat land and does not contain slopes that are significantly steep, which would cause concern for landslides. Project construction would involve open trenches, which would create temporary slopes subject to failure. However, deeper cuts are required to be temporary reinforced through means such as shoring pursuant to Ontario's Engineering Standards, Domestic Water / Recycled Water / Sewer Guidelines, the Greenbook Standard Specifications for Public Works Construction, as well as Cal OSHA standards, the California Division of Industrial Safety and California Building Code.

As a result, the Project would not result in substantial impacts due to landslides. No Impacts are anticipated, and no Mitigation Measures are needed.

MITIGATION:
None required.

b) Result in substantial soil erosion or the loss of topsoil?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. Project construction will require open cut trenching for the pipeline, which will temporarily disturb stable ground surface leaving soils susceptible to erosion during construction. Additionally, other processes such as truck traffic, equipment use, and materials handling and transport may also temporarily disrupt topsoil or result in airborne dust and erosion. Therefore, soil erosion and potential loss of some topsoil may occur during construction, especially during high winds and rains. As a result, the proposed Project will implement previously approved Mitigation Measures ***MM GEO-01: Uniform Building Code and California Building Code, MM GEO-02: Performance Standards, MM GEO-03: Stored Backfill, MM GEO-04: Excavated Areas, MM GEO-05: Disturbed Soils, and MM GEO-06: Open Trench,*** which will be written into the Project-specific specifications prior to Project approval. Mitigation Measures will require the Project to comply with Uniform Building Code (UBC) and California Building Code standards; performance standards for Risk Class I & II; specify requirements for stored backfill; proper compaction and backfill of excavated areas; and ensure fugitive dust control throughout Project construction.

The Project does not propose permanent changes to natural drainage patterns. Surfaces would return to existing stable conditions upon the completion of construction. Through the standard application of Ontario's plan check and review process, the City Engineer would ensure Project plans conform with Ontario's Engineering Standards for Domestic Water/Recycled Water/Sewer Guidelines and Greenbook Standard Specifications for Public Works Construction, as well as Ontario's water quality Environmental/NPDES Permit requirements for erosion and sediment control. As a result, no significant impacts are anticipated to occur from substantial soil erosion or loss of topsoil with the implementation of previously approved Mitigation Measures.

MITIGATION:
MM GEO-01: Uniform Building Code and California Building Code, MM GEO-02: Performance Standards, MM GEO-03: Stored Backfill, MM GEO-04: Excavated Areas, MM GEO-05: Disturbed Soils, GEO-06: Open Trench.

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?

DISCUSSION OF EFFECTS:
Less Than Significant Impact. See Discussion of Effects 5.7.3, a) through b). Geologic composition underlying the Project is comprised of alluvial fan deposits dating back to the Holocene age approximately 11,000 years ago. Alluvial soils generally consist of gravel, sands, silts, cobbles, and rocks which can be unstable. Through the standard application of Ontario's plan check and inspection process, the Project would comply with Ontario's Engineering Standards for Domestic Water /Recycled Water/Sewer Guidelines, the Greenbook Standard Specifications for Public Works Construction, resulting in less than significant impacts related to potential geologic hazards. These City standards require receipt of the Geotechnical Engineering Report prior to final plan approval by the City for the Project and would also require geotechnical observations and input throughout construction to verify compliance. Therefore, recommendations for shoring or sloping back trench sidewalls due to the sandy composition of alluvial fan deposits at the Project Location would be incorporated into the final Project pursuant to the standard application of Ontario's plan check process.

For these reasons, less than significant impact is anticipated from geologic units or soils that are unstable resulting in potential on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Therefore, no mitigation measures are needed.

MITIGATION:
None required.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

DISCUSSION OF EFFECTS:
Less Than Significant Impact. The Project is proposed within an area with soils properties that are alluvial and non-expansive. The north part of the Project is underlain with surface soils that are primarily granular; the south part of the Project contains surface soils composed of silts, sandy silts, silty clays, which have very low expansion potential. The Project will be constructed within ROW consisting of previously disturbed surface soils and engineered fill. Additionally, construction activities would comply with standards for safety defined in Ontario's Engineering Standards and the Greenbook Standard Specifications for Public Works Projects, resulting less than significant impacts.

For the reasons above, Project impacts ae anticipated to be less than significant. No Mitigation Measures are needed.

MITIGATION:
None required.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

DISCUSSION OF EFFECTS:
No Impact. Septic tanks or alternative wastewater disposal systems are not proposed with the Project. There are no existing septic tanks or alternative wastewater disposal systems within the APE or Local Vicinity. Therefore, no impacts are anticipated, and no Mitigation Measures are needed.

MITIGATION:
None required.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

DISCUSSION OF EFFECTS:
Less than Significant Impact with Mitigation Incorporated. On March 5, 2024, a letter from the Western Science Center was received by the Cultural Resources investigator indicating that the geologic units underlying the Project are mapped as young alluvial deposits from the middle Holocene epoch (Morton, et al., 2003). Holocene alluvial units are of high preservation value, but the discovery of fossil materials within these soils are unlikely since deposits are of relatively modern dates. The depth of cuts and earthwork will increase the likelihood of reaching Pleistocene alluvial sediments and paleontological resources. The Western Science Center does not have localities within the APE for the Project or within the Local Vicinity within a 1- or 2-mile radius of the Project. Therefore, according to the Western Science Center, while the presence of any fossil material is unlikely, if excavation activity disturbs deeper sediment dating to the earliest parts of the Holocene or Late Pleistocene periods, the material would be scientifically significant.

Since the Project proposes to excavate within the City ROW within areas of previous disturbance, excavation earthwork associated with Project implementation is unlikely to be paleontologically sensitive. However, throughout Project construction precautions will be taken pursuant to Mitigation Measure ***MM CUL-03: Worker Environmental Awareness Training***. This Mitigation Measure will ensure that workers are properly trained prior to earthworks or Project activities. In the unlikely event that paleontological resources are found during earthwork, the contractor will implement ***MM PALEO-01*** which requires construction within the area surrounding the find to be halted until the City's Archaeologist can examine the find and consult with qualified paleontologists from the San Diego Natural History Museum who will be on call for the Project to determine proper treatments.

As a result, less than significant impacts to paleontological resources or unique geologic features are anticipated with the implementation of Mitigation Measure MM CUL-03: Worker Environmental Awareness Training.

MITIGATION:
MM CUL-03: Worker Environmental Awareness Training in Section 5. Cultural Resources.
MM PALEO-01: Buried Paleontological Resources.

8. GREENHOUSE GAS EMISSIONS

8.1 Regulatory Compliance

Greenhouse Gas Emissions (GHGs) are thought to be caused by emissions from human activities, air temperature, and mixing of specific chemicals within the atmosphere. Chemicals known to result in GHG include water vapor, carbon dioxide (CO2), methane (CH4), nitrogen oxide (N2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF6) (State Guidelines, Section (State CEQA Guidelines, Section 15364.5 and Health and Safety Code, Section 38505(g)). GHGs in the atmosphere enhance the Greenhouse Gas Effect, resulting trapped heat within Earth's atmosphere leading to the continual warming of the Earth's climate. According to the 2007 IPCC Report, global temperatures are anticipated to increase by approximately 0.2 degrees Celsius per decade (IPCC 2007).

Due to the impacts greenhouse gas emissions have on the planet, Senate Bill (SB) 97 was signed into legislation in 2007. SB 97 required CEQA documents prepare feasible mitigation of greenhouse gas emissions and evaluate potential effects.

U.S. Environmental Protection Agency

The federal government administers a wide array of public-private partnerships to reduce the GHG emissions generated in the United States. The U.S. EPA is responsible for implementing federal policies and programs to address GHG, which primarily focus on energy efficiency, renewable energy, methane and other non-CO2 gases, agricultural practices, and implementation of technologies to achieve emissions reductions.

Senate Bill (SB) 32

In 2006, the California State Legislature adopted AB 32, the California Global Warming Solutions Act of 2006. AB 32 requires CARB, to adopt rules and regulations that would achieve GHG emissions equivalent to statewide levels in 1990 by 2020 through an enforceable statewide phased emission cap starting in 2012.

CARB

Scoping Plan

The CARB Board approved a Climate Change Scoping Plan in December 2008. The Scoping Plan outlines the State's strategy to achieve the 2020 greenhouse gas emissions limit. The Scoping Plan "proposes a comprehensive set of actions designed to reduce overall greenhouse gas emissions in California, improve our environment, reduce our dependence on oil, diversify our energy sources, save energy, create new jobs, and enhance public health" (California Air Resources Board 2008). The measures in the Scoping Plan have been in place since 2012.

This Scoping Plan calls for an "ambitious but achievable" reduction in California's GHG emissions, cutting approximately 30 percent from business-as-usual emission levels projected for 2020, or about 10 percent from today's levels. On a per-capita basis, that means reducing annual emissions of 14 tons of carbon dioxide for every man, woman and child in California down to about 10 tons per person by 2020.

City of Ontario Community Climate Action Plan

The City of Ontario adopted the Community Climate Action Plan (CCAP) on December 16th, 2014. The CCAP establishes goals and policies to reduce GHG emissions from nine sectors including: "building energy, renewable energy, wastewater treatment, solid waste management, on-road transportation, off road equipment, agriculture, water and miscellaneous". Ontario adopted the 2022 CCAP with citywide GHG emission reduction targets of 40 percent below 1990 levels of emissions by 2030 and 80 percent below 1990 levels of emissions by 2050. Ontario's targets are consistent with State laws in effect at the time of the adoption, including SB 32. The CCAP requires GHG reductions locally that complement State and international efforts of stabilizing climate change. The CCAP contains the following components that fulfill cumulative mitigation for GHG emissions:

- The CCAP provides a community wide GHG emission reduction target to substantially lessen the cumulative impact;
- The CCAP provides measures that new development projects must follow to meet Ontario's reduction target and substantially lessen the cumulative impact;
- The CCAP provides a set of GHG emissions inventories that provides quantitative facts and analysis of how the measures within the CCAP meet the reduction target that substantially lessens the cumulative impacts;
- The CCAP provides an implementation, monitoring and update program to ensure that the reduction target is met.

According to Ontario's CCAP, the installation of a recycled water pipeline to irrigate residential and open spaces helps the City to achieve water conservation and reduce GHG emissions pursuant to *Reduction Measure PS W1: Residential Water Conservation* and *Reduction Measure PS W2: Commercial/ Industrial Water Conservation*.

8.2 Existing Conditions

GHG emissions are attributed to sources including industrial/manufacturing, agriculture, utilities, transportation, and residential land use. A large percentage of the State's GHG emissions come from transportation, approximately 41 percent followed by energy generation. However, water and wastewater services only account for 4% of all electricity consumption nationally and 6.9% of all electricity in California.

Within the City of Ontario, GHG emissions from transportation make up 55 percent of Ontario's GHG emissions inventory. See ***Table 17: Existing City of Ontario GHG Emissions Inventory*** below.

TABLE 17: EXISTING CITY OF ONTARIO GHG EMISSIONS INVENTORY

Sector	Existing MTCO2e/year	Percent of Total
Residential Energ[3]	155,030	9%
Nonresidential Energy[3]	395,780	23%
Transportation [4]	934,590	55%
Solid Waste[5]	83,400	5%
Water and Wastewater[6]	20,250	1%
Agriculture[7]	48,540	3%
Off-Road Equipment[8]	65,480	4%
Land Use and Sequestration[9]	660	<1%
Total	1,703,730	100%

Source: The 2050 Ontario Plan EIR, 2022.

Notes: **Appendix F** of the 2050 Ontario Plan EIR

(1) The CCAP is based on year 2019 conditions because it more closely reflects Ontario's GHG targets, and the inventory reflects pracademic conditions.

(2) The GHG emissions inventory was compiled using the following protocols.

a. **U.S. Community Protocol.** The community wide GHG inventory uses the *United States Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions* (U.S. Community Protocol), which was first developed in 2012 and last updated in 2019.

b. **Global Protocol.** The *Global Protocol for Community-Scale Greenhouse Gas Inventories* (Global Protocol) was first developed in 2014 and is intended for preparing international-community-scale GHG inventories. It is largely consistent with the U.S. Community Protocol, although it contains additional guidance and resources to support a wider range of activities in other countries. This protocol is used to assess GHG emissions from sources that are not covered in the U.S. Community Protocol.

(3) **Energy** includes GHG emissions attributed to the use of electricity and natural gas in residential and nonresidential buildings.

(4) **On-Road Transportation** includes GHG emissions created by driving on-road vehicles, including passenger and freight vehicles.

(5) **Solid Waste** includes the GHG emissions released from trash collected in Ontario.

(6) **Water and Wastewater** accounts for the electricity used to transport every gallon of water or wastewater to city residents and businesses as well as direct emissions resulting from processing of wastewater material.

(7) **Agriculture** includes GHG emissions from various agricultural activities, including agricultural equipment, crop cultivation and harvesting, and livestock operations.

(8) **Off-Road Equipment** includes GHG emissions from equipment that does not provide on-road transportation (excluding agricultural equipment), such as equipment for construction or landscape maintenance.

(9) **Land Use and Sequestration** includes GHG emissions absorbed and stored in trees and soils on locally controlled lands as part of healthy ecosystems and released into the atmosphere from development of previously undeveloped land.

8.3 Project Impacts

The Discussion of Effects within this section are based on ***Appendix A***- Air Quality, Global Climate Change, and Energy Impact Analysis for the UT1072 Downtown Recycled Water Pipeline Project dated February 1, 2024, conducted by Ganddini. Results from the study are based on modeling from CalEEMod Version 2022.1.1.21, which was used to calculate the GHG emissions from the construction of the proposed Project. The construction-related GHG emissions were included in the analysis and were based on a 30-year amortization rate.

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

DISCUSSION OF EFFECTS:

Less than Significant Impact. The proposed Project has the potential to generate GHG emissions during construction from mobile sources and construction equipment. However, the Project will not increase maintenance requirements or result in additional staffing needs for long-term operation and maintenance; no additional trips for routine maintenance would be needed because the Project will install new recycled water mains within the same geographic area as the existing potable water system to convert existing irrigation systems to recycled water. The Project will not install new equipment. Therefore, additional long-term emissions associated with the operation of the proposed Project would be negligible and sourced from a minimal number of vehicle trips associated with routine Project maintenance. Therefore, long-term maintenance of the proposed Project is not anticipated to differ substantially from existing conditions.

Based on the parameters above, GHG emissions were calculated for the Project. Calculations without credit for any reductions from sustainable design, and/or regulatory requirements are anticipated to be 39.93 MTCO2e (amortized over 30-years) for Project construction. See ***Table 18: Project-Related Greenhouse Gas Emissions*** below. At a level of 39.93 MTCO2e per year, the Project emissions do not exceed the SCAQMD draft GHG emissions threshold of 3,000 MTCO2e per year for all land uses; therefore, the impacts from GHG are less than significant.

TABLE 18: PROJECT-RELATED GREENHOUSE GAS EMISSIONS

Category	Greenhouse Gas Emissions (Metric Tons/Year)					
	Bio-CO2	NonBio-CO2	CO2	CH4	N2O	CO2e
Construction Emissions[1, 2]	0.00	39.77	39.77	0.00	0.00	39.93
Total Emissions	0.00	39.77	39.77	0.00	0.00	39.93
SCAQMD Draft Screening Threshold						3,000
Exceeds Threshold?						No

Source: Appendix A- Air Quality, Greenhouse Gas, Energy Technical Memorandum, Ganddini 2024.
Notes: CalEEMod Version 2022.1.1.14
(1) Construction GHG emissions CO2e based on a 30-year amortization rate.
(2) The Proposed Project is the installation of a new recycled water pipeline. Therefore, operation of the Proposed Project includes only a minimal number of monthly workers in order to conduct routine inspections and ensure proper long-term maintenance. As operational emissions are anticipated to be negligible and only from monthly maintenance vehicle trips, only construction related GHG emissions have been included in this analysis.

MITIGATION:

None required.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

DISCUSSION OF EFFECTS:

Less than Significant Impact. See Section 8.3, Discussion of Effects a) above. At a level of 39.93 MTCO2e per year, the Project's GHG emissions would follow the reduction goals of the CARB Scoping Plan, AB-32 and SB-32, which state GHG emissions must be equivalent to statewide levels in 1990 by 2020. Since the Project meets

interim emissions targets/ thresholds established by SCAQMD, the Project would be on track to meet the reduction target of 40 percent below 1990 levels by 2030 mandated by SB-32. Furthermore, the Project will comply with applicable City of Ontario's policies regarding sustainability (as dictated by The Ontario Plan). Most of the post 2020 reductions in GHG emissions are addressed via regulatory requirements at the State level and the Project will be required to comply with these regulations as they come into effect. Examples of these efforts may include upgrading City vehicle fleets to electric or fuel-efficient options, purchasing greener products, and establish more sustainable codes, etc. (CARB, 2017).

Given the Project's consistency with the CARB Scoping Plan, the Project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing GHG emissions. Given this consistency, it is concluded that the Project's incremental contribution to GHG would result in less than significant impacts on climate change, and the Project would have cumulative impacts.

Impacts are less than significant; no Mitigation Measures are needed.

MITIGATION:
None required.

9. HAZARDS AND HAZARDOUS MATERIALS

9.1 Regulatory Compliance

Materials are considered hazardous if they are on a list of hazardous materials prepared by federal, state or local agencies. The material must also have characteristics defined by such agencies that make the material hazardous. Regulations establish exposure limits for safety and human health. Exposure to hazardous materials exceeding these limits can result in potential health effects depending on the extent of exposure and individual susceptibility.

Hazardous materials are utilized frequently throughout the City of Ontario for residential, commercial, industrial, and agricultural purposes. However, regulations are set forth by the agencies including the Environmental Protection Agency (EPA), CAL-OSHA, and Department of Toxic Substances Control (DTSC), to ensure the proper handling, storage, disposal, and transport of hazardous materials are implemented to protect public and environmental health. These agencies oversee remediation measures regarding air, water, worker safety, and production of hazardous materials pursuant to environmental protection laws including Clear Air Act, Clean Water Act, Porter Cologne Water Quality Act, Resource Conservation and Recovery Act, Title 22 of the California Code of Regulations, Health and Safety Code, and California Occupational Safety and Health Act of 1973.

U.S. Environmental Protection Agency (EPA)

The EPA provides federal regulations regarding adequate hazardous waste management. The EPA was given authority by Congress to develop the Resource Conservation and Recovery (RCRA) program through the RCRA Act. The Act created the framework for proper management of hazardous and non-hazardous solid waste. Under RCRA, the EPA regulates hazardous waste from generation to disposal, referred to as “cradle to grave.”

Over the years, the EPA has led several hazardous waste initiatives to meet growing challenges that come with hazardous waste management. The EPA has created standards, exclusions, and exemptions for certain types of waste including Universal Waste, Household Hazardous Waste, Pharmaceutical hazardous waste, etc.

California Department of Toxic Substances Control (DTSC)

California Department of Toxic Substances Control (DTSC) has primary responsibility for regulating hazardous materials in California under authority of Resource Conservation and Recovery Act and the California Health and Safety Code and California Hazardous Waste Control Law. Other entities with responsibility for hazardous materials regulation include:

- Regional Water Quality Control Board – under authority of the Porter Cologne Water Quality Control Act of 1969
- California Department of Pesticide Regulations, Department of Food and Agriculture, and the Department of Public Health – under authority of California Code of Regulations Title 3 and Title 22
- California Department of Industrial Relations, Division of OSHA – under authority of California Code of Regulations Title 8
- California Air Toxic “Hot Spots” (AB 2588) Program – under authority of the California Safety Code

In addition to various regulations, the DTSC also provides an Emergency Response Unit (ERU). The ERU is in place to issue “statewide response to actual and potential released of hazardous substances that pose an acute threat to public health and/ or the environment” (DTSC 2022).

California Division of Occupational Safety and Health (CAL-OSHA)

CAL-OSHA enforces worker safety requirements, which contains standards specifically for hazardous waste operations, emergency response, safety, and preparedness. CAL-OSHA standards must be implemented during general industry and construction activities.

Santa Ana RWQCB (Region# 8)

Santa Ana RWQCB, Region #8, encompasses approximately 3,000 square miles containing a population of nearly five (5) million people. The RWQCB aims to meet and exceed water quality standards and regulations to ensure public and environmental health. The Regional Board enforces water quality plans to comply with Water Quality laws and sustain long-term water supplies within the state.

The Regional Water Quality Board has created a tool called "GeoTracker" to identify sites that impact or have the potential to impact, water quality within California. GeoTracker contains records for unregulated and regulated facilities that include: "Irrigated Lands, Oil and Gas Production, operating Permitted Underground Storage Tanks (USTs) and Land Disposal Sites" (CA Water Boards 2023).

Certified Unified Program Agency (CUPA)

The CUPA is a program that consolidates the administrative requirements, permit, inspections, and enforcement activities of six environmental and emergency response programs. California Environmental Protection Agency and other state agencies set the standards for the Program, while local governments enforce their standards via CUPAs. San Bernadino County Fire Department manages CUPA within San Bernadino County. The CUPA program is "designed to consolidate, coordinate, and uniformly and consistently administer permits, inspection activities, and enforcement activities throughout San Bernadino County" (SBFPD 2023). This department administers/ oversees the Hazardous Material Business Plan, California Accidental Release Prevention (Cal-ARP), Aboveground Petroleum Storage Act, Hazardous Waste Generator, Hazardous Waste Onsite Treatment (Tiered Permitting) and Underground Storage Tank program.

San Bernadino

Hazardous Waste Management Plan (HWMP): The County adopted a Hazardous Waste Management Plan in 1990, in response to Assembly Bill 2948 (Chapter 1504, Statues of 1986). The HWMP serves as the primary planning document for programs and best management practices/ procedures for handling, transporting, and disposing of hazardous materials within the County. It is a standard practice for the San Bernadino County Fire Protection District Hazardous Management District to manage hazardous materials within the County based on the HWMP (The 2050 Ontario Plan, 2022).

Office of Emergency Services: The Office of Emergency Services is a division of the San Bernadino County Fire Protection District. This division is responsible for emergency preparedness and emergency services coordination throughout San Bernadino County. The division manages and operates the Emergency Operations Center (EOC); deploys preselected and trained personnel for complex disasters or incidents; and assists parts of unincorporated San Bernadino County by assigning OES personnel to manage local planning goals and needs (The 2050 Ontario Plan EIR).

The City of Ontario

Local-Hazard Mitigation Plan: The Local Hazard Mitigation Plan (LHMP) was adopted in 2018 and has since been utilized to reduce and eliminate loss of life and property due to natural disasters or hazards within Ontario. The LHMP is comprised of four main sections:

(1) Summary of the natural and human caused hazards that pose a risk to our community. Includes descriptions of past disaster events and the chances of these disasters occurring in the future.
(2) Assessment of the threat to Ontario. This section describes how Ontario's community is vulnerable to future disasters. The plan will look at the threat to important buildings and infrastructure, such as police and fire stations, hospitals, roads, and utility lines. In addition, it will look at the threat to community members, particularly vulnerable populations.

(3) A hazard mitigation strategy. The following strategy lays out specific policy recommendations for Ontario to carry out over the next five years. These recommendations will help reduce the threat that our community faces from hazard events.
(4) Maintaining the Plan. This section will help to ensure that Ontario's LHMP is kept up to date. This will make it easier for Ontario to continue to proactively protect residence and will also keep Ontario eligible for additional funding. (City of Ontario Local Hazard Mitigation Plan (LHMP), 2018).

Emergency Preparedness Guide: Ontario's Emergency Preparedness Guide was created by Ontario's Emergency Management Division and adopted in November 2020. The Emergency Preparedness Guide ensures that the Ontario and its residents maintain a high level of preparedness for disasters. The guide outlines how residents can develop their own emergency plan, kit, and responsiveness for each disaster anticipated within city limits ranging from Disease Outbreaks to Earthquakes.

9.2 Existing Conditions

Due to industrial uses near the Ontario Airport and agricultural land uses south of Riverside drive, the transport of hazardous materials along regional and local roadways are a common occurrence. In addition to emergency services departments, Ontario employs full-time maintenance staff to maintain the ROW and related facilities to ensure that broken irrigation systems, standing water, discarded items, hazardous materials, and other hazardous conditions are remediated promptly. Potential natural hazards within city limits include soil instability, flooding, wildland and urban fires. Geological and soil hazards are discussed in Section 9. Geology and Soils. Human-induced hazards include hazardous materials and waste associated with potentially toxic substances are addressed in this section. The presence of all hazards within Ontario are mitigated utilizing the procedures detailed in the San Bernadino Hazardous Waste Management Plan, the City of Ontario Local Hazardous Mitigation Plan, City's Preparedness Guide, Standard Specifications, Ontario's Engineering Standards, and Municipal Code and City planning documents including The Ontario Plan, Drainage Master Plan, and Water Master Plan.

According to GeoTracker, a website maintained by the State Water Quality Control Board and EnviroStor website, maintained by the DTSC, there are no active environmental hazards within the limits of proposed construction for the Project (South Portion and North Portion). The closest active Clean Up Site is a LUST Cleanup Site located approximately 12 miles southwest of the Project's proposed BPS Site, located at 2500 Garey Avenue, Pomona, CA 91766. The site was contaminated by gasoline and is being monitored by Los Angeles County via six (6) groundwater monitoring wells.

9.3 Project Impacts

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

DISCUSSION OF EFFECTS:

Less than Significant Impact. As referenced in Section 9.2 Existing conditions, the closest active LUST Cleanup Site is located approximately 12 miles downgradient from the Project Location; therefore, no impact is anticipated as a result. Project construction will involve the use of heavy equipment and chemicals including the transport of diesel fuel for construction equipment to and from the Project. Due to these anticipated practices, the Project will conform with programs and regulations for temporary hazardous materials storage, handling, and transport during construction. The contractor will coordinate construction activities with City and County Fire Departments; this includes development of a manifest of potentially hazardous materials and an approved plan pursuant to the City of Ontario's Emergency Preparedness Guide and Local Hazard Mitigation Plan for proper containment of the materials during Project construction. The Project contractor will also implement Cal-OSHA requirements for workers safety and conduct regular site inspections.

As a result of the reasons above, less than significant impacts related to a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. No Mitigation Measures are needed.

MITIGATION:
None required.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

DISCUSSION OF EFFECTS:
Less than Significant Impact. See Section 9.3, Discussion of Effects a). The handling, use, and disposal of hazardous materials during Project construction is regulated through the standard application and compliance with the City and County Municipal Codes and contractor compliance with CAL-OSHA State standards. Compliance is the responsibility of the contractor during construction. Ontario's plan check and inspection process provide standard procedures for City verification that hazardous materials management procedures, which are appropriate for the site conditions and the Project, are reflected in the construction documents for the Project and that these management procedures are appropriately implemented throughout construction. As a result, impacts during construction of the Project are less than significant.

MITIGATION:
None required.

c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. See Section 9.3, Discussion of Effects a) and b). There are three (3) schools within one-quarter mile distance from the proposed location of the Project. The closest schools to the Project include Chaffey High School, approximately 200 feet west from 4th Street & Euclid Avenue, located within Chaffey Join Union High School District; St. George Parish School, approximately 50 feet north of D Street & N. Vine Ave., located in the Ontario-Montclair School District; and Levi H. Dickey Elementary School, approximately 800 feet north of Riverside Drive & S. Parco Ave., located in the Chino Valley Unified School District.

Operations of the proposed Project do not anticipate the long-term use or emission of hazardous materials, substances, or waste. However, during temporary, intermittent Project construction, hazardous materials will be used and stored within one-quarter mile distance from schools. As a result, prior to the start of Project activities coordination with local school districts shall occur and a hazardous materials manifest and plan shall be implemented pursuant to mitigation measure ***MM HAZ-01: Coordination with Local School Districts and MM HAZ-02: Hazards and Hazardous Materials Manifest and Plan***.

The standard application of City's plan check and inspections as well as applicable reviews for permit issuance will verify that design, construction, and long-term operation of the Project is aligned with Ontario's Municipal Code and applicable state and federal standards. The standard application of Ontario's plan check and inspection process will ensure best management practices and regulations regarding the transport, handling, and storage of hazardous materials are implemented to reduce the potential for release that would impact these schools to less than significant levels. As a result, the implementation of mitigation measures and compliance with the

standard application of Ontario's plan check and inspection process for the Project will sufficiently reduce impacts on nearby schools from potentially hazardous materials.

Therefore, for reasons stated above, significant hazardous emissions or handling hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school are considered less than significant with mitigation incorporated.

MITIGATION:
MM HAZ-01: Coordination with Local School District and MM HAZ-02: Hazards and Hazardous Materials Manifest and Plan.

d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

DISCUSSION OF EFFECTS:
No Impact. Government Code section 65962.5 is an updated list of Hazardous Waste Substances, also referred to as the Cortese List. The California Department of Toxic Substances Control Publishes the list as the EnviroStor Website (DTSC Cortese List 2022).

Based on a preliminary search on the EnviroStor Website, utilizing the City name, Zip Code, and County, three results were found. None of the results were located at the Project Site or at adjacent land use addresses. Since the Project is not within an area included on the Cortese List of sites that have known or potential contamination and is not located where facilities are permitted to treat, store, or dispose of hazardous waste, no impacts are anticipated with the Project regarding Government Code section 65962.5. For this reason, mitigation measures are not required.

MITIGATION:
None required.

e) *For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?*

DISCUSSION OF EFFECTS:
No Impact. See Section 9.3, Discussion of Effects a) through d). The closest airports to the Project are Ontario International Airport (ONT), approximately 1.6 miles southeast of the Northern Portion of the Project Alignment, and Chino Airport, approximately 4 miles from the Southern Portion of the Project Alignment at Riverside Drive and Euclid Avenue intersection. According to *Figure 5.9-2: Airport Safety Zones*, the Project is not within airport safety zones for either airport. The Northern Portion of the Project is mostly within the 60-65 dBA and 65-70 dBA noise contours of Ontario Airport (The Ontario Plan, *Figure 5.13-3: Airport Noise Contours, 2022*).

The Project does not propose to increase housing or density that has the potential to conflict with the adopted Airport Land Use Compatibility Plan. Construction will result in a small, temporary and intermittent short-term increase in daytime population within segments of active construction. Over the long term, Project components will remain entirely underground and will not interfere with long-term use of ONT or Chino Airport. The proposed Project would implement improvements previously approved and considered within The Ontario Plan and Recycled Water Master Plan; and conflicts with the adopted ALUCP are not anticipated.

As a result, the Project is not anticipated to result in a safety hazard or excessive noise for people residing or working in the Project area.

MITIGATION:
None required.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. See Section 9.3, Discussion of Effects a) through f) above. Ontario has designated evacuation routes at major arterials and regional transportation routes within city limits. According to *Figure 5.17-5: Evacuation Routes* and Ontario's Local Hazard Mitigation Plan (LHMP), Euclid Avenue, W. F Street, N. Vine Avenue, and E. Riverside Drive are designated evacuation routes.

Access within the APE during construction will implement temporary detours accommodating the construction schedule and construction activities for the prject according to an approved traffic control plan. Since portions of the Project (Northern and Southern) are designated evacuation routes, the traffic control plan, that is required for construction within city streets, has been incorporated into the MMRP as Mitigation Measure ***MM TRAF-01: Traffic Control Plan*** must accommodate emergency accessibility throughout construction. Plan check review involving coordination between the Ontario Fire, Engineering, and Planning Departments and local public services and utilities purveyors, is required for the Project as Mitigation Measure ***MM PUB-01: Coordination with Local Agencies*** so that Traffic Control would for short-term Project activities follow state and local emergency accessibility guidelines. Upon the competition of Project construction, the streets will be returned to pre-project conditions. Permanent impacts would not occur, since Project components consist of underground utilities within the public streets, city parks, and open space that do not involve long-term impairments to emergency routes or plans. The Project would comply with policies outlined within Ontario's Safety Element which are listed in ***Table 19: City of Ontario General Plan Safety Element Policies***.

TABLE 19: CITY OF ONTARIO GENERAL PLAN SAFETY ELEMENT POLICIES

Safety Element	
City of Ontario General Plan	Project Consistency
S-3.4: Special Team Services. We maintain effective special rescue services.	Through the plan check and review process for the proposed Project, Ontario's Fire Department would provide input to ensure that effective special rescue services are maintained throughout Project construction activities at the Project Locations and adjacent land uses.
S-6.2: Response to Hazardous Materials Releases. We respond to hazardous materials incidents and coordinate these services with other jurisdictions.	The proposed Project does not anticipate utilizing hazardous materials throughout Project construction. However, as mentioned above, the Project would provide a hazardous materials manifest to the City and Fire Department pursuant to Mitigation Measure MM HAZ-02: Hazardous Materials Manifest and Plan. The manifest would ensure appropriate emergency response is planned for according to the hazardous materials are utilized throughout Project construction.

Source: City of Ontario, 2022.

For these reasons, the proposed Project would not impact implementation of or physically interfere with an adopted emergency response plan due to the implementation of Mitigation Measure **MM TRAF-01: Traffic Control Plan.** Therefore, less than significant impacts are anticipated.

MITIGATION:
MM TRAF-01: Traffic Control Plan and MM PUB-01: Coordination with Local Agencies and Neighborhoods.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

DISCUSSION OF EFFECTS:

Less than Significant Impact. See Discussion of Effects 5.9.3 a) through f). Project implementation will not result in significant changes in the number of people or new structures above ground surface within the APE due to the scope of the Project. According to CALFIRE Fire Hazard Severity Zone Viewer, the Project Locations are not within areas prone to fire hazards. The Project Locations are within urban, developed areas of Ontario's downtown mixed-use district and residential, planned areas for future development. During construction, the Project will implement an approved traffic control plan according to the MMRP for the Project to facilitate emergency response and evacuation throughout the APE. The Project will permanently improve Ontario's recycled water system, making more potable water available to serve urban uses, including firefighting. The Project is consistent with The Ontario Plan, the California Fire Code, County of San Bernadino Multi-Jurisdiction Hazard Management Plan, Ontario's LHMP, and the Ontario Fire Department guidelines.

Therefore, the Project would not result in significant changes that would expose people or structures, directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires. Less than significant impacts are anticipated; therefore, no Mitigation Measures are needed.

MITIGATION:

None required.

10. HYDROLOGY AND WATER QUALITY

10.1 Regulatory Compliance

The Clean Water Act (CWA)

U.S. EPA oversees the CWA to restore and maintain the chemical, physical, and biological integrity of the nation's waters. Regulatory authority for water quality involves monitoring and pollutant source control to minimize pollutant discharges into surface waters. Authority for CWA implementation has been assigned to the United States Army Corps of Engineers (Corps), the State Water Quality Control Board, Regional Water Quality Control Boards (RWQCB), County of San Bernadino, and City of Ontario. The CWA is an important instrument for water quality management and is the foundation of various regulatory and non-regulatory programs (education, outreach, voluntary efforts, partnerships with stakeholders, etc.). Regulated waterways under the CWA include lakes, streams, creeks, rivers as well as groundwater and recharge basins. The CWA contains several provisions protecting water quality, including Sections 303(c)(2)(B), 303(d), 305(b), 401, 402(p), and 404, and the Toxics Rule:

- **Section 303(c)(2)(B)** establishes water quality standards and designated beneficial uses within various water bodies (e.g., drinking water, recreation, biological preservation, etc.). This Section of the CWA requires the State to review and update standards for designated uses.

- **Section 303(d)** of the Clean Water Act pertains to impaired surface waters. The State is required to publish a list of water bodies that are impaired due to levels of pollutants exceeding water quality criteria. The list provides information about a waterbody's location and size, beneficial use classification, and the sources and causes of impairments. The list is used to develop NPDES programs with targeted requirements for appropriate pollution source control that are needed to achieve healthful levels of Total Maximum Daily Loads (TMDLs) as a maximum threshold of pollutants allowed within a waterbody. The 303 (d) list reports the results of ongoing water quality testing and monitoring.

- **Section 401** gives the State the authority to issue water quality certifications for activities that may discharge into surface waters. Federal Permits, construction/operation of large facilities by an individual permittee, and municipalities are subject to compliance. Individual permits can be issued for projects that exceed the approved threshold of the General National Pollutant Discharge Elimination System (NPDES) Permit issued to a local agency. Activities must be reviewed for compliance with water quality standards, either through an individual permit issued for a specific project by the state or verification during plan check by a local agency that a project conforms with the general permit issued by the state.

- **Section 402(p)** pertains to the NPDES Program. This section focuses on regulating point source stormwater discharges associated with industrial activity, requiring industrial facilities to obtain permits for their stormwater discharges.

- **Section 404** regulates discharge of fill materials into "Waters of the United States", including wetlands. The Corps is responsible for the issuance of the Section 404 permit if any project proposes to fill wetlands or "waters of the United States."

- **Toxic Rules** of the CWA includes various regulations related to toxic substances within water bodies. The EPA establishes thresholds for toxic pollutants discharges into navigable waters.

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Act protects the waters of the State for the use and enjoyment of the people. The Act regulates activities that foreseeably degrade water quality within the State, to attain the highest

reasonable water quality. The Porter-Cologne Water Quality Act is administered at a regional level, within the framework of the State Water Resources Control Board (SWRCB) and nine RWQCBs across the State of California. Under the Act, each RWQBC must formulate and adopt their own water quality plan establishing objectives to ensure the reasonable protection of beneficial uses and prevention of nuisance in surface waters (CA.gov 2023).

Santa Ana RWQCB

The Santa Ana RWQCB regulates water quality within the Santa Ana River Basin and is given water permitting authority by the U.S. EPA. The primary responsibility of the Regional Board is to protect the quality of the waters within the region for all beneficial uses through the formulation and adoption of water quality plans for specific ground or surface water basins. In addition, the Regional Water Quality Control Board, enforces regulations of the Porter-Cologne Water Quality for industrial, domestic, and agricultural water discharges. The Santa Ana RWQCB adopted a Basin Plan in 1995, which has been recently amended in 2019, outlining beneficial uses of State Waters, programs, and projects, supporting RWQCB established standards.

Basin Planning - Chino Basin Watermaster 2020 State of the Basin Report

Ontario obtains groundwater supplies from the Chino Groundwater Basin. The 2020 State of the Basin Report addresses groundwater supply and demand across the Chino Groundwater Basin.

Assembly Bill (AB) 325

AB 325, the Water Conservation in Landscaping Act, was adopted in 1990 by the Department of Water Resources (DWR), which developed a Model Water Efficient Landscape Ordinance (MWELO). The MWELO requires that Counties and Cities adopt landscape water conservation ordinances to address ongoing drought and build resiliency for future drought. Water conservation measures include the use of more “efficient irrigation systems, incentives for grey (recycled) water use, improvements in on-site stormwater capture, and limiting the portion of landscapes that can be covered in high-water-use plants and turf” (The 2050 Ontario Plan, 2022). Ontario has enacted provisions from the MWELO into the Landscape Development Guidelines.

Surface Water - NPDES Permit Program

The NPDES program is led and managed by the U.S. EPA Office of Wastewater Management in coordination with EPA regional offices. The EPA has delegated responsibility for management of the NPDES Program to the SWQCB and RWQCBs. At the local level, the NPDES Program is implemented by local cities and counties during discretionary review for new construction and development. Program objectives involve pretreating and filtering surface water flows to reduce pollutant discharges into surface waters and to protect beneficial uses in receiving waters. The NPDES program regulates discharge of any pollutant into surface waters (2050 Ontario Plan FEIR 2022) and involves pollutant monitoring in receiving waters, discretionary review of specific projects, regulation of activities for water quality impairments, and deployment of pollutant source control requirements on construction, new development, and activities via local discretionary review for improvement of water quality.

The Project is under the jurisdiction of the Santa Ana RWQCB, which has reviewed and approved the San Bernardino County Regional Municipal Separate Stormwater Sewer System (MS4) permit (Water Quality Order No. R8-2002-0012, NPDES. No. CAS618036) pursuant to the State’s water quality requirements. The MS4 permit provides general coverage under the State’s NPDES permit program for the San Bernardino County Flood Control District, County of San Bernardino, and incorporated Cities of San Bernardino County, including City of Ontario.

The permit applies water quality regulations in the form of approved standard best management practices (BMPs) to individual projects to specifically target and minimize water quality concerns in surface water runoff within Ontario. Under the MS4 permit, certain types of construction activities must implement standard BMPs which target pollutants that may contribute to water quality deficiencies in receiving waters for the City. Projects

which do not meet the guidelines established in the approved Municipal Permit must apply for an individual NPDES permit pursuant to Section 401 of the CWA.

The NPDES General Construction Permit applies to new projects that plan to disturb more than one acre of land during Project construction. This permit requires a Storm Water Pollution Prevention Plan (SWPPP) to be incorporated for construction plans for all projects. Ontario requires that an approved SWPPP include erosion control, spill prevention, response procedures, nature and location of chemical utilized and stored during project construction, and methods to prevent adverse impacts of any discharge of chemicals, substances, or materials (Ontario Municipal Code *Section 6-6.502: General Permit for stormwater discharges from construction activity*). SWPPP implementation includes installation of temporary BMPs for erosion and pollution source control. According to Ontario's Municipal Code *Section 6-6.505: Best Management Practices*, all construction projects have the potential to have an adverse impact on Ontario's stormwater drainage system; therefore, projects shall implement appropriate construction and post-construction BMPs, as listed in their Stormwater Quality Management Plan or the "California Stormwater Best Management Practice Handbook".

San Bernadino County Stormwater Program
On January 29th, 2010, the Santa Ana RWQCB issued an area wide MS4 permit to the County and municipalities (County Flood Control District and incorporated cities) establishing water discharge requirements for stormwater entering municipal storm drainage systems. According to the "Technical Guidance Document for Water Quality Management Plans (WQMP)", requires the following for program compliance:

1) Develop site design measures using low impact development (LID) principals;
2) Establish project-specific design capture volume and applicable hydrologic conditions of concern requirements;
3) Evaluate feasibility of on-site LID BMPs
4) Maximize hydrologic source control, infiltration, and biotreatment BMPs;
5) Select applicable source control BMPs;
6) Address post-construction BMP maintenance requirements;
7) Implement short-term construction BMPs for erosion and sediment control as well as waste and materials; management for pollutant source control during construction.

Flood Control - Federal Emergency Management Agency (FEMA)
FEMA is a Federal agency that oversees floodplains and the National Flood Insurance Program (NFIP), adopted under the National Flood Insurance Act of 1968. FEMA provides flood management protections set forth by their adopted standards. In addition, FEMA has developed the National Flood Hazard Layer (NFHL) to assist local jurisdictions with flood potential identification.

City of Ontario
- **Master Plan of Drainage:** Ontario's Master Plan of Drainage was adopted in March 2012 for the purpose of providing an updated MPD for Ontario's "Old Model Colony", a 37.2-acre area within urbanized areas of Ontario. The master plan is based on applicable standards and criteria within existing planning documents. The drainage plan addresses the development of hydrological systems within Ontario to eliminate deficiencies; achieve flood protection and water quality goals; and implement facilities needed to improve Ontario's drainage system.

- **NPDES Program:** Ontario's Environmental Service Section is responsible for the implementation of Ontario's NPDES Program for appropriate pollution source control and education to minimize stormwater pollution; reduce pollutants in stormwater runoff; reduce impacts of increased runoff from new development; and, promote on-site rainwater retention and infiltration.

- **Flood Control:** Ontario's Municipal Code contains policies regarding Flood Damage Prevention and Stormwater Drainage Systems that are applicable to the proposed Project:
  - **Title 8, Chapter 13: Flood Damage Prevention Program:** This program applies to all areas of special flood hazards, areas of flood-related erosion hazards, and areas of mudflow hazards in Ontario. It includes standards for construction, for utilities, subdivisions, manufactured homes, and floodways. Construction standards include requirements for anchoring, floodproofing, and minimum elevations of floors.
  - **Title 6, Chapter 6: Stormwater Drainage Systems:** Section 6-6.206 prohibits specified types of discharges into Ontario's stormwater drainage system or into any street leading to the drainage system. Section 6-6.208 requires that any persons conducting activities that could potentially contribute to stormwater pollution comply with all applicable BMPs as listed in the California Stormwater Best Management Practice Handbooks or the current San Bernardino County Stormwater Program's "Report of Waste Discharge," to reduce pollutants in stormwater runoff and reduce non-stormwater discharges to Ontario's stormwater drainage system to the maximum extent practicable or to the extent required by law. Sections 6-6.501 through 6-6.506 govern discharges into stormwater from construction activities.

10.2 Existing Conditions

Regional Hydrology

The Project is within the Chino Creek sub watershed, part of the western portion of the Santa Ana River Watershed. The Chino Creek sub watershed encompasses multiple counties including Riverside, Los Angeles, and San Bernadino, draining a basin of approximately 218 square miles from the San Gabriel Mountains to the Santa Ana River (2050 Ontario Plan 2022). The sub watershed and tributary areas were intensely developed with residential, industrial, and agricultural uses prior to the implementation of NPDES program for water quality; therefore, appreciable unfiltered surface flows from existing development discharge into receiving waters, creeks and tributaries, within the Chino Creek sub watershed. This results in highly polluted receiving waters and impacted beneficial uses under existing conditions.

Local Hydrology

Currently, Ontario maintains 136 miles of storm drains within the service area of Ontario's Municipal Utilities Company. Drainage within the boundaries of the Project flows generally from the north toward the southeast within curbed gutters, inlets and catch basins. The Project is approximately 150 feet west of Cucamonga Channel, at Riverside Drive. Riverside Drive flows generally from the north in a southeast direction into the Cucamonga Channel. Due to existing topography and proximity, the Project has potential to contribute to the Cucamonga Channel, an impaired waterbody, as listed below in ***Table 20: Listed Impaired Water Bodies***.

Surface Waters

Surface water quality is monitored throughout Ontario by the City and the Santa Ana River RWQCB. As shown within ***Table 20: Listed Impaired Water Bodies*****,** surface water quality is monitored for the following receiving water bodies: Cucamonga Creek, San Antonio Creek, Chino Creek, Prado Basin Management Zone, and Prado Park Lane. According to The Ontario Plan, "all City and State storm drain facilities within Ontario discharge to regional facilities owned and operated by San Bernadino County Flood Control District" (The 2050 Ontario Plan EIR, 2022). ***Table 20: Listed Impaired Water Bodies*** are surface water bodies that do not meet water quality objectives established by the State and are not supporting beneficial uses within these receiving waters. These water bodies are reported to the State pursuant to Section 303(d) of the Clean Water Act; once placed on the 303(d) list of impaired waters, the State regulates each pollutant causing impairment to the water body (The 2050 Ontario Plan EIR, 2022). This results in targeted pollution control within local NPDES permits.

TABLE 20: LISTED IMPAIRED WATER BODIES

Name of Water Body	Pollutants of Concern
Cucamonga Creek, Reach 1	Zinc, copper, cadmium, lead
San Antonio Creek	pH
Chino Creek, Reach 2	Indicator bacteria, pH
Chino Creek, Reach 1B	Nutrients, indicator bacteria, COD
Prado Basin Management Zone	pH
Prado Park Lane	Nutrients, indicator bacteria

Source: The 2050 Ontario Plan EIR, 2022.

Groundwater

Ontario obtains groundwater from the Chino Groundwater Basin. There are several groundwater contamination plumes that impact Ontario's groundwater supply. Efforts to remediate groundwater contamination are being addressed through the Chino Basin Watermaster 2020 State of the Basin Report. In addition to groundwater contamination, groundwater levels have decreased between 10 to 30 feet in the eastern portions of Ontario between 2000 and 2020; in the western portion of Ontario, groundwater has increased by approximately 10 feet. Changes to groundwater levels are attributed to overall fluctuations in groundwater flows and increased use of recycled water over time (The Ontario Plan, 2022).

Flood Zones

The Project is within several FEMA-designated flood zones including Zone X, a 0.2% annual chance flood hazard and Zone D, where flooding potential is currently undetermined but possible. The Project is partially within an area subject to 100-year flooding and partially within areas subject to 500-year flooding. Portions of the Project along Euclid Avenue, as well as most of Ontario, are located within the 100-year floodplain, indicating shallow flooding of 1 to 3 feet deep during 100-year storm events of which there is a 0.2% chance annually. Portions of the Project west of Euclid Avenue are within a 500-year floodplain. ***See Figure 8: Flood Zones within the Project Alignment.***

Dam Inundation Zones

The entire Project is located within the dam inundation zone for the San Antonio Dam (The 2050 Ontario Plan 2022). Typically, the reservoir behind the dam is dry, but can fill up to 11,880 acre-feet of water after large storm events.

10.3 Project Impacts

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. The Project will result in approximately 11.8 acres of temporary disturbance (384,400 cubic feet of earthwork). Possible sources of pollution during construction are derived from airborne dust, emissions, materials used during construction, and debris that may enter Ontario's storm drain system via unfiltered surface flows or wind. Construction will involve approximately 60 to 80 linear feet of active construction each day and will include temporary stabilization with moisture control and covering to stabilize disturbed surfaces during working hours. During non-working hours, backfill and trench plates will be used to stabilize disturbed soils. Construction will begin with the removal of existing stable surfaces within the APE. Proposed water mains will be constructed using open trench methods and Project plans show disturbed surfaces will be restored to pre-project conditions or better after construction. Proposed construction activities such as saw cutting pavement/hardscape, grading, trenching, materials import/export, tree maintenance, and deeper earthwork for pipe beds for recycled water mains six feet below ground surface will make the APE

temporarily more susceptible to erosion, which is a potentially significant temporary impact. Construction will also generate dust and debris that could enter surface water runoff, which is a potentially significant temporary impact.

Construction impacts will require implementation of temporary water quality BMPs during active construction according to City standards to pollutants from entering Ontario's storm drain system. Examples of applicable BMPs include adequate spill response/containment, installation of upstream sediment control devices, downstream filtered storm drain inlets, covered stockpiles, regular sweeping at track out points, and solid waste management within covered receptacles. Upon completion of construction, the contractor will permanently restore/stabilize surfaces and there will be no long-term impacts from the Project to water quality. Implementation of Ontario's standard BMPs for water quality during construction would reduce dust and debris resulting in less than significant impacts.

Throughout construction activities, the Project will comply with Ontario's Municipal MS-4 Stormwater Permit. The General Construction Permit requires that Ontario and the contractor implement BMPS through an approved SWPPP pursuant to Mitigation Measure **MM HYDRO-01: SWPPP**. The SWPPP is required as part of the standard application of Ontario's plan check process that will require appropriate BMPs are shown on plans. The standard application of Ontario's inspection process will verify that the SWPPP is implemented according to the approved plans for the Project during construction. BMPS will include dust control measures, temporary erosion control, moisture control stabilization of disturbed surfaces, regular sweeping/cleaning construction entrances/exits, storage of potentially hazardous materials including secondary containment, and the installation of storm drain inlet protection. BMPs will be implemented throughout construction to control sediment, erosion, and hazardous materials contamination, which would otherwise occur as indirect impacts to receiving waters and beneficial uses of water bodies from construction. BMPs would prevent pollutants from reaching receiving water bodies including Cucamonga Channel and Santa Ana River.

For the reasons above, the Project impacts related to violation of any water quality standard or waste discharge requirements or otherwise substantially degrade surface or ground water quality are less than significant with the implementation of Mitigation Measure **MM HYDRO-01: SWPPP**.

MITIGATION:
MM HYDRO-01: SWPPP

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?

DISCUSSION OF EFFECTS:
No Impact. See Section 10.3, Discussion of Effects a). The Project will not impede sustainable groundwater management, result in substantive changes in groundwater supplies, or interfere substantially with groundwater recharge. The Project will extend Ontario's recycled water conveyance system and provide connections for irrigation with recycled water to existing parks and open space. The Project will support sustainable long-term irrigation to the Euclid Avenue Historic Property and other important open space and community facilities.

Construction may temporarily increase water demand from Ontario's existing adjacent potable water system; however, this increase is temporary for construction and is not anticipated to be substantial due to the size of the Project and the anticipated intermittent use of water during the various construction activities. Upon completion of Project construction, the area will return to pre-Project conditions and will result in no substantive changes to impervious surfaces, topography, groundwater use or recharge. The Project will have no negative

impacts on water demand, since the Project will utilize recycled water and does not propose to irrigate infrastructure beyond existing conditions.

For the reasons above, the Project will not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin. No impacts are anticipated.

MITIGATION:
None required.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: result in a substantial erosion or siltation on- or off-site;

DISCUSSION OF EFFECTS:
Less than Significant Impact. See Discussion of Effects 5.10.3, a). The Project is not within proximity to a stream or river and only proposes construction within developed City ROW. The Project will require earthwork for construction of water mains and lateral connections and will not permanently change existing drainage patterns or runoff volumes. The Project will implement **MM HYDRO-01: SWPPP** during construction to protect water quality in surface waters during construction. The Project will return disturbed surfaces to pre-project conditions and will not permanently change the direction or volume of surface flows discharging into the municipal storm drain system or involve direct modification of the topography or additional impervious surfaces within the Project APE.

For the reasons above, the Project will not conflict with existing drainage conditions which have been approved by Ontario and the county. Less than significant impacts will occur regarding substantial increases in the rate or amount of surface runoff. Permanent changes in surface conditions within the APE are not proposed and the Project would not result in substantial erosion or siltation on- or off-site during construction due to implementation of the SWPPP.

MITIGATION:
None required.

i. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

DISCUSSION OF EFFECTS:
Less than Significant Impact. See Section 10.3, Discussion of Effects a) through c) i) above. The Project will not permanently alter the rate or amount of runoff because plans for the Project show that surfaces will be returned to pre-project conditions with no permanent changes in existing topography and impervious surfaces. Therefore, less than significant impacts are anticipated related to the amount of surface runoff and flooding either on- or off-site. No Mitigation Measures are needed.

MITIGATION:
None required.

ii. 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

DISCUSSION OF EFFECTS:
Less than Significant Impact. See Section 10.3, Discussion of Effects a) through c) ii. The Project would not result in permanent changes to topography, impervious surfaces, drainage patterns or land use. Areas disturbed

during construction will be returned to pre-Project conditions after construction and will remain substantially consistent with existing conditions. The Project will implement temporary BMPs for management of debris and pollution that could enter runoff during construction so that the Project will not contribute additional pollution in runoff. The Project will implement pollution source control BMPs to protect water quality during construction. After construction the APE will return to pre-Project conditions. The Project will not result in substantive new permanent sources of pollution. Implementation of BMPs during construction will be verified during the standard application of Ontario's construction inspection process and will result in runoff conditions that are substantially like existing conditions.

MITIGATION:
None required.

iii. impede or redirect flood flows?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. See Section 10.3, Discussion of Effects a) through c) iii above. According to the FEMA Flood Hazard Map, the Project and portions of the Local Vicinity are in a designated 100-year flood zone that may experience temporary flooding during and after storms (FEMA 2015; The Ontario Plan 2022). (See ***Figure 8: Flood Zones***). Implementation of the Project will not change surface drainage or the flood zone classification; In addition, Project construction is not anticipated to result in impacts due to the implementation of the City-approved SWPPP and **MM HYDRO-02: Limitation on Construction During Storm Events**, which ensures Project construction is not performed during storm events. Since the Project does not propose to impede or redirect flood flows, impacts are considered less than significant with the implementation of **MM HYDRO-02: Construction During Storm Events**.

MITIGATION:
MM HYDRO-02: Construction During Storm Events.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?

DISCUSSION OF EFFECTS:
Less Than Significant Impact. See Section 10.3, Discussion of Effects a) through c) iv above. The California Department of Conservation does not place the Project within a zone at risk for a tsunami (CA Department of Conversation, 2015). The Project is within southwestern San Bernardino County, which is not geographically close to ocean or large bodies of water. The Project will implement **MM HYDRO-02: Limitation on Construction during Storm Events** so that construction areas are secure, and no construction will occur during storms and flooding. The Project will implement **MM HAZ-02: Hazards and Hazardous Materials Manifest and Plan** for proper handling, storage and containment of potentially hazardous materials.

For the reasons above, the proposed Project will not have significant impacts related to release of pollutants due to Project inundation in a flood hazard, tsunami or seiche zone. Therefore, no Mitigation Measures are needed.

MITIGATION:
MM HYDRO-02: Limitation on Construction during Storm Events and MM HAZ-02: Hazardous Materials Manifest and Plan

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. See Section 10.3, Discussion of Effects a) through d) above. The Project will follow current requirements for pollution source control and flood control. The Project will extend Ontario's recycled water system and convert landscape irrigation of city parks and public open space

from potable water to recycled water; therefore, the Project is consistent with policies of sustainable groundwater management. A Storm Water Pollution Prevention Plan (SWPPP) will be incorporated into Project specifications. In addition, the Project contractor will implement pollution source control measures including erosion control pursuant to Mitigation Measure **MM HYDRO-01: SWPPP**. For these reasons, Project impacts are less than significant with mitigation incorporated during construction activities.

MITIGATION:
MM HYDRO-01: SWPPP.

W 4th Street
E 4th Street
N San Antonio Ave.
N Vine Avenue
Lemon Ave.
W Flora Street
W F St.
East E Street
W D Street
E C Street
E B Street
E Holt Blvd.
Euclid Avenue
Mission Blvd.
E Francis Street
State Route 60
E Walnut Street
E Riverside Drive
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Legend

- 0.2% Annual Chance Flood Hazard
- 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee

Proposed Recycled Water Pipeline
- Segment 1
- Segment 2
- Segment 4
- Segment 5
- Segment 6

Conversion of Existing Potable Water Pipeline to RW
- Segment 3
- Segment 6

- IEU Connection Point
- Recycled Water Lateral

OntarioMunicipal Utilities Company
Euclid Avenue Recycled Water System Project

Figure 8. Flood Zones within the Project Alignment

ARDURRA

11. LAND USE AND PLANNING

11.1 Regulatory Compliance

Ontario Municipal Code

The Ontario Municipal Code identifies six special policy overlay zones: Agriculture (AG), Euclid Avenue (EA), Emergency Shelter (ES), Multimodal Transit Center (MTC), Interim Community Commercial (ICC), and Affordable Housing (AH) that apply special regulations within specific areas in addition to the general regulations established in the Municipal Code, The Ontario Plan, and the Zoning and Development Code. The Project Alignment is within the Euclid Avenue (EA) special policy overlay zone.

Downtown Design Guidelines

Ontario adopted the Downtown Design Guidelines on August 18th, 1998, to establish standards and support decision-making that enhances the character within Downtown Ontario. The Downtown Design Guidelines apply to properties that abut the Project along N. Vine Avenue, Sultana Avenue, and I Street. These guidelines are utilized by Ontario's Project Sponsors and decision-makers, Planning Commission and Development Advisory Board, Planning Staff, and Neighborhood Groups, who are responsible for incorporating aesthetic guidelines into project designs for construction or rehabilitation and help preserve the characteristics that are valued within the community (Ontario Downtown Design Guidelines).

Euclid Avenue Overlay District

The purpose of the Euclid Avenue Overlay District "is to recognize and protect Euclid Avenue as an important scenic and historic resource of Ontario, as a dominant feature in Ontario's historic downtown" (Ontario Development Code 2020). The following provisions apply to all existing and new building, construction, additions, remodels, or reallocations, whether a building permit is required, or other similar entitlement by the City:

- **Certificate of Appropriateness Required (City of Ontario Development Code – Chapter 6):** A development project within the EA Overlay District, which requires Development Plan approval pursuant to Section 4.02.025 (Development Plans) of this Development Code, shall require the approval of a Certificate of Appropriateness pursuant to Section 4.02.050 (Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources)

Borba Village Specific Plan Area

The Borba Village Specific Plan Area is planned to support multi-family residential and neighborhood commercial development. The main objectives of the Borba Village Specific Plan Area are to meet the following key objectives:

- To assure that Borba Village is compatible with and complementary to the established community surrounding the project site within Ontario.
- To create a livable master-planned community with long term viability comprised of residential neighborhoods linked to open space and the surrounding community uses and designed to create a sense of place for its residents.
- To create a community encouraging interaction among its residents by providing an organized system of streets and entries offering opportunities for residents to walk to open space, recreation, commercial, and transportation facilities.
- To create a planned community of appropriate density and scale this respects the existing physical environment surrounding the project site.

- To establish appropriate relationships between new neighborhoods within the planned community and adjacent existing residential and commercial land uses.
- To provide a circulation network encouraging pedestrian activity while facilitating appropriate vehicular movement throughout the project site.

11.2 Existing Conditions

The Northern Portion of the Project Alignment is within the Euclid Avenue Overlay District, and the Southern Portion of the Project is within the Old Model Colony area of Ontario and adjacent to the west of the Borba Village Specific Plan Area. Land use surrounding the northern portion of the Project consists of mostly residential and mixed-use; laterals are adjacent to parkland/ open spaces, transportation corridors within Ontario's downtown, multi-family residential, and public facilities including the Ovitt Family Community Library, Ontario City Hall, and the Ontario Senior Center. Surrounding the Southern Portion of the Project APE are mostly residential communities north of Riverside Drive and agricultural land use south of Riverside Drive. Reference ***Table 1. Surrounding Land Use*** **and** ***Table 2. Surrounding Land Use Within Local Vicinity of the Project Alignment*****.**

11.3 Project Impacts

a) Physically divide an established community?

DISCUSSION OF EFFECTS:

No Impact. This Project will not result in permanent above-ground improvements that will physically divide the established community. The Project will be implemented within existing City ROW including developed roads, portions of the Euclid Avenue median, street parkways, and portions of parcels developed with James R. Bryant Park, Centennial Park, and Ontario Town Square Park. The Project involves open-trench installation of new recycled water mains and connections for existing irrigation systems resulting in temporary and intermittent disturbance of existing conditions of streets within the APE during construction. Detours approved with the Transportation Control Plan will facilitate safe and continuous access and ongoing primary use within the APE and adjacent areas. There are numerous locations for detours within the nearby existing street grid in the Local Vicinity. In compliance with The Ontario Plan and WMP, the Project will extend Ontario's recycled water system for sustainable landscape irrigation and reduction in reliance on potable water for irrigation. Construction will avoid existing utilities and structures and will provide sustainable irrigation for permanent maintenance of public open space that enhances the entire community.

For the reasons above, the Project will not physically divide the community or substantively modify existing or approved land use. The Project will facilitate implementation of the approved land use patterns in The Ontario Plan Land Use Map. Impacts are considered to be less than significant.

MITIGATION:
None required.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. See Aesthetics Section 1, Cultural Resources Section 5, Geology and Soils Section 7, Hazardous Materials Section 9, Hydrology Section 10, and Land Use and Planning Section 11, Discussion of Effects a).

The Project will be implemented in a manner that is consistent with city and regional land use plans, policies, and regulations for environmental protection. The Project is proposed to support conservation and sustainability goals of The Ontario Plan. The Project is aligned with previously approved objectives for Ontario's planned recycled water system outlined in the WMP for reduced reliance on potable water use for landscape irrigation. The Project will implement mitigation measures to reduce potentially significant impacts on aesthetics, cultural resources, geology and soils, hazardous materials, hydrology and water quality, land use, and tribal cultural resources to less than significant levels; it will not conflict with any land use plan, policy or regulations

MITIGATION:

MM AES-01 through MM AES-10.

12. MINERAL RESOURCES

12.1 Regulatory Compliance

The California Surface Mining and Reclamation Act of 1975
The County of San Bernadino and City of Ontario identify potential mineral resources within their General Plan documents pursuant to the California Surface Mining and Reclamation Act of 1975 (SMARA). The Act establishes requirements for mining and reclamation policy to ensure the following:

- Production and conservation of minerals is encouraged;
- Environmental effects are prevented or minimized;
- Consideration is given to recreational activities, watersheds, wildlife, range and forage, and aesthetic enjoyment;
- Mined lands are reclaimed to a useable condition once mining is completed; and
- Hazards to public safety both now and in the future are eliminated.

The Act requires local jurisdictions in California to classify land that has potential for the discovery of mineral resources called Mineral Resource Zones (MRZs). According to the California State Board's Guidelines for Classification and Designation of Mineral Lands, the following MRZ designations are below:

- **MRZ-1**: Areas where available geologic information indicates that there is minimal likelihood of significant resources.
- **MRZ-2**: Areas underlain by mineral deposits where geologic data indicate that significant mineral deposits are located or likely to be located.
- **MRZ-3**: Areas where mineral deposits are found but the significance of the deposits cannot be evaluated without further exploration.
- **MRZ-4**: Areas where there is not enough information to assess the zone. These are areas that have unknown mineral resource significance.
- **SZ:** Areas containing unique or rare occurrences of rocks, minerals, or fossils that are of outstanding scientific significance shall be classified in this zone.

The State Office of Mining Reclamation (OMR) and County Public Works Department monitors all mining activities within San Bernadino County to ensure operations are compliant with applicable laws.

12.2 Existing Conditions

The Project is located within fully developed areas of Ontario ROW; mining operations do not occur within city limits. Within the City of Ontario, there are two areas classified as MRZ-2; one within the northwestern part of Ontario, where a portion of the Project APE is proposed (between 4th Street at Euclid Avenue to D Street at Euclid Avenue), and the second along the eastern City boundary, approximately 4.5 miles northeast from the Southern Portion of the Project APE along Riverside Drive (Ontario Plan GP EIR 2021). The areas within city limits classified under MRZ-2 total 6,132 acres (approximately 19 percent of Ontario). The remaining areas of Ontario are classified as MRZ-3, where the significance of mineral deposits is unknown.

12.3 Project Impacts

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?*

DISCUSSION OF EFFECTS:
Less than Significant Impact. The Project will improve Ontario's recycled water system and will reduce reliance on potable water for irrigation; it does not directly propose changes in land use that will affect the availability of or demand for a known mineral resource and is consistent with the approved buildout of The Ontario Plan as well as regional plans for this area; Although the Project is located within an area classified by the City of Ontario as MRZ-2 zone for mineral resources, Project implementation will not result in significant impacts to loss of availability of known mineral resources. The Project will not affect mineral resources beyond what was identified in the certified GP EIR. The Project is proposed within areas that are currently developed City ROW, with a considerable portion of the Project located within Euclid Avenue which was developed as an arterial since the late 1800's. The Project will comply with SMARA regulations; since the Project does not threaten the potential to extract minerals in the area, Ontario is not required to prepare a statement specifying its reasons for permitting the proposed Project and use. The Project will not result in alterations beyond what has been previously approved and considered under The Ontario Plan and would not result in the loss of availability of a known mineral resource in Ontario. Impacts to mineral resources are less than significant.

MITIGATION:
None required.

b) *Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

DISCUSSION OF EFFECTS:
No Impact. See Discussion of Effects 5.12.3 a). There are no locally important mineral resource recovery sites delineated within city limits. The Project would not conflict with Ontario's existing land use, zoning and General Plan designations at its location. Therefore, Project implementation will not result in the loss of availability of a locally important mineral resources recovery site delineated on a local general plan or other land use plan. No impacts are anticipated.

MITIGATION:
None required.

13. NOISE

13.1 Regulatory Compliance

Federal Noise Control Act of 1972

In 1972, the U.S. Environmental Protection Agency (EPA) Office of Noise Ambient and Control issued the Federal Noise Control Act, which established programs and guidelines to identify and address the effects of noise on public health, welfare, and the environment. The EPA established Levels of Environmental Noise and recommended that Ldn (day–night 24-hr average noise level) should not exceed 55 dBA outdoors or 45 dBA indoors to prevent significant activity interference and annoyance in noise-sensitive areas. 55 dBA was identified as an "adequate margin of safety" for noise level increase relative to a baseline noise exposure level of 55 dBA Ldn, which applies a 10-dBA penalty to nighttime levels between the hours of 10:00 PM and 7:00 AM to account for sleep disruption and no penalty applied to daytime levels. The U.S. EPA recommends a second exposure limit of 70 dBA to prevent hearing loss (U.S. EPA 1974). The standards set by the EPA's Federal Noise Control Act are advisory exposure levels below which there would be no risk to a community from any health or welfare effect of noise.

In 1981, EPA administrators determined that subjective issues such as noise would be better addressed at lower levels of government. Consequently, in 1982 responsibilities for regulating noise control policies were transferred to State and local governments. However, noise control guidelines and regulations contained in EPA rulings in prior years remain in place by designated Federal agencies, allowing more individualized control for specific issues by designated Federal, State, and local government agencies.

The Ontario Plan

The noise related goals and policies from Ontario's General Plan that are applicable to the proposed Project are provided below.

- **Goal S-4**: An environment where noise does not adversely affect the public's health, safety, and welfare.
    - *S-4.1 Noise Mitigation*. We utilize Ontario's Noise Ordinance, building codes, and subdivision and development codes to mitigate noise impacts.
    - *S-4.4 Truck Traffic*. We manage truck traffic to minimize noise impacts on sensitive land uses.

Ontario Municipal Code

Applicable noise policies within Ontario's Municipal Code consist of the following:

- **Section 5-29.04 Exterior Noise Standards**. Project construction noise is exempt from the Exterior Noise Standards per Section 5-29-06 (d) "noise sources associated with construction, repair, remodeling, demolition or grading of any real property. Such activities shall instead be subject to the provisions of Section 5-20.09."

- **Section 5-29.09 Construction Activity Noise Regulations**
    - No person, while engaged in construction, remodeling, digging, grading, demolition, or any other related building activity, shall operate any tool, equipment or machine in a manner that produces loud noise that disturbs a person of normal sensitivity who works or resides in the vicinity, or a Police or Code Enforcement Officer, on any weekday except between the hours of 7:00 AM and 6:00 PM or on Saturday or Sunday between the hours of 9:00 AM and 6:00 PM.

- No landowner, construction company owner, contractor, subcontractor, or employer shall permit or allow any person or persons working under their direction and control to operate any tool, equipment, or machine in violation of the provisions of this section.
- Exceptions:
  a) The provisions of this section shall not apply to emergency construction work performed by a private party when authorized by the City Manager or his or her designee.
  b) The maintenance, repair or improvement of any public work or facility by public employees, by any person or persons acting pursuant to a public works contract, or by any person or persons performing such work or pursuant to the direction of, or on behalf of, any public agency; provided, however, this exception shall not apply to the City, or its employees, contractors or agents, unless:
     I. The City Manager or a department head determines that the maintenance, repair or improvement is immediately necessary to maintain public services,
     II. The maintenance, repair or improvement is of a nature that cannot feasibly be conducted during normal business hours, or
     III. The City Council has approved Project specifications, contract provisions, or an environmental document that specifically authorizes construction during hours of the day that would otherwise be prohibited pursuant to this section; and
     IV. Any construction that complies with the noise limits specified in Section 5-29.04 or 5-29.05.

Section 5-29.10. Other public agency exceptions. The provisions of this chapter shall not be construed to prohibit any work at different hours by or under the direction of any other public agency or public or private utility companies in cases of necessity or emergency.

13.2 Existing Conditions

Sensitive land uses that may be affected by Project noise during construction within the APE include existing residential uses located adjacent or near the Project along Euclid Avenue; F Street; Vine Avenue; Flora Street; C Street; and Riverside Drive. Other nearby sensitive receptors include 12 schools, three churches and one hotel that are depicted in ***Figure 2A and 2B: Local Vicinity*** **and in** ***Table 3: Surrounding Adjacent Land Uses at Project Segments and Table 4: Surrounding Land Use and Facilities Within the Local Vicinity of the Project.*** These include Chaffey High School and Vina Danks Middle School, located approximately 0.1 miles from the Project along 4th Street, Champions at Euclid Elementary, the American Inn, First United Methodist Church, First Lutheran Church Ontario, and the Central Language Academy, located approximately 0.1 miles from Project along Euclid Avenue, and the St. George School and St. George Catholic Church, located approximately 0.2 miles from Project along Euclid Avenue; San Antonion School, located approximately 0.2 miles from Project along Euclid Avenue; and Woodcrest Junior High School and Liberty Elementary School, located approximately 0.4 miles from Project along Riverside Drive, Heavenly Care Daycare, Banal Na Pag Aral, and Preschool School and Sunrise Children Center, located approximately 0.1 miles from Project along Riverside Drive, and Live Oak Preschool, located approximately 0.2 miles from Project along Riverside Drive. See ***Table 1: Surrounding Land Uses Within the Local Vicinity of the Project Alignment*****.**

Ambient (background) noise levels of the existing environment at the Project were measured using an American National Standards Institute (ANSI Section S1.4 2014 Class 1) Larson Davis model LxT sound level meter. Based on the eleven (11) 15-minute daytime noise measurements taken between 12:40 PM and 7:55 PM on January 31, 2024, short-term ambient noise levels ranged between 51.6 and 74.7 dBA Leq.

The dominant noise source was vehicle traffic associated with E. Riverside Drive, E. C Street, W. Flora Avenue, N. Vine Avenue, W. F Street, N. Euclid Avenue, 4th Street, and other surrounding roadways, emergency vehicles, air traffic, and residential activity.

13.3 Project Impacts

The Discussion of Effects in this section are based on the Noise Impact Analysis for Euclid Avenue Recycled Water System Project conducted by Ganddini Group, dated February 21, 2024 ***(Appendix F)***. Results from the noise impact analysis are based on the eleven (11) 15-minute daytime noise measurements taken between 12:40 PM and 7:55 PM on Tuesday, January 23, 2024, for the purposes of documenting existing ambient noise levels at the Project. Locations for the noise measurements are shown in ***Figure 9-9A: Noise Measurements***.

a) ***Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. Project construction is exempt from the Ontario noise ordinance standards pursuant to *Section 5-29.09 Construction Activity Noise Regulations c) 1).* Construction noise was analyzed using methodology presented in the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual (2018) together with several key construction parameters, including distance to each sensitive receiver, equipment usage, percent usage factor, and baseline parameters for the Project APE. For residential uses, the daytime noise threshold is 80 dBA Leq averaged over an 8-hour period (Leq (8-hr); and the nighttime noise threshold is 70 dBA Leq (8-hr). For commercial uses, the daytime and nighttime noise threshold is 85 dBA Leq (8-hr).

Construction Noise On-Site Sources (Noise from Construction Activities Occurring in the APE)

Modeled construction noise levels, outlined within ***Table 21: Construction Noise Levels (dBA Leq) In Light of FTA Thresholds***, indicates construction noise levels could exceed FTA thresholds of significance on a short-term and intermittent basis for residential and commercial land use adjacent to the Project; this is a potentially significant impact. Construction noise modeling indicates temporary noise during construction will reach up to 89.3 dBA Leq at the property line of the nearest receptors along Segment 1, 93.0 dBA Leq at the property line of the nearest receptors along Segment 2, 93.3. dBA Leq at the property line of the nearest receptors along Segment 3, and 90.7 dBA Leq at the property line of the nearest receptors along Segment 4 of the Project. In addition, modeled construction noise levels may reach up to 84.2 dBA Leq at the nearest structures along Segment 1, 91.8 dBA Leq at the nearest structures along Segment 2, 92.2 dBA Leq at the nearest structures along Segment 3, and 89.0 dBA Leq at the nearest structures along Segment 4 of the Project Site.

To minimize potentially significant temporary noise impacts, BMPs and mitigation measures will be implemented during construction. **BMP NOI-01: Construction Equipment** and Mitigation Measure **MM NOI-01: Construction Noise** will be implemented to ensure construction activities occur within a timeframe when noise increases would have less impact, equipment will be fitted with mufflers, temporary noise barriers may be used, advance notification via signage at the limits of the Project shall provide public notice, and prior notice shall be given to adjacent land uses, etc.

As shown in ***Table 22: Construction Noise Levels (dBA Leq) In Light of FTA Thresholds- Second Day***, Project construction noise levels would be reduced, 3-11 dB Leq lower (76.5-83.3 dBA Leq at property lines), in association with increased distance between construction activities/equipment and sensitive land use. Noise from construction is therefore considered to be intermittent as construction advances along a linear path each day and lower noise levels from construction occurring with increased distance between construction equipment and receptors. The noise analysis for the Project indicates that significant noise levels from construction are not expected to last more than two days at any specific receptor. With implementation of BMPs and mitigation measures, **BMP NOI-01: Construction Equipment** and **MM NOI-01: Construction Noise** Project construction noise levels would not exceed the FTA residential (80 dBA Leq) and commercial (85 dBA Leq) thresholds.

Construction Noise Off-Site Sources (Noise from Construction Traffic)
According to the CALTRANS Technical Noise Supplement to Traffic Noise Analysis Protocol, it is widely accepted that the average healthy human ear can barely perceive changes of 3 dBA in an outdoor environment and that a change of 5 dBA is perceptible.

E. Riverside Drive currently handles approximately 12,467 average daily vehicle trips (ADTs) and Euclid Avenue currently handles approximately 2,753 ADTs in the vicinity of the Project[8]. According to the assumptions found in the CalEEMod modeling data provided in the Air Quality, Greenhouse Gas, and Energy Technical Memorandum prepared for the Project (**Appendix A**), the greatest number of construction-related vehicle trips per day would be up to 32 worker trips, 2 vendor trips, and 2 haul truck trips for a total of 36 construction-related vehicle trips daily and could result in a 0.02 dBA CNEL increase in ambient noise levels along E. Riverside Drive and a 0.1 dBA CNEL increase in ambient noise levels along Euclid Avenue. Therefore, Project construction generated vehicle noise is nominal relative to existing roadway volumes and would not result in the doubling of traffic volume necessary to increase noise levels by 3 dBA. Therefore, increased noise from construction-related traffic, is a less than significant impact.

As a result, with the implementation of BMPs and Mitigation measures for the Project, **BMP NOI-01: Construction Equipment** and Mitigation Measure **MM NOI-01: Construction Noise**, the Project will result in less than significant impact throughout on-site and off-site constriction activities.

MITIGATION:
BMP NOI-01: Construction Noise Best Management Practices: Noise Reducing Barriers
MM NOI-01: Construction Noise Management.

[8] Existing average daily traffic volume for E. Riverside Drive and Euclid Avenue obtained from the San Bernardino Countywide Plan Transportation Existing Conditions Report (March 2017). The segment of E. Riverside Drive east of Reservoir Street and Euclid Avenue south of Vista Drive were utilized.

TABLE 21: CONSTRUCTION NOISE LEVELS (DBA L_{EQ}) IN LIGHT OF FTA THRESHOLDS

Phase	Noise Measure-ment Location[2]	Project Segment	Existing Use	Receptor Location	Existing Ambient Noise Levels (dBA Leq)[2]	Construction Noise Levels		Applicable FTA Threshold[3]	Exceeds Threshold?	Needed Reduction (dB)[4]	Construction Noise Levels with Reduction?[5]		Exceeds Threshold?
						At property line	At Dwelling/ Structure				At property line	At Dwelling/ Structure	
Site Preparation[6]	NM1	4	Daycare	Sunrise Children Center, 2049 E Riverside Dr	72.8	90.1	78.3	85	Yes/ No	5.1	85.0	73.2	No
	NM2	4	Residential	2944 S Meadowbrook Place & 2945 S Pinehurst Ct	74.7	90.7	89.0	80	Yes/ No	10.7	80.0	78.3	No
	NM3	4	Daycare/ School	Heavenly Care Daycare & Preschool, 1030 Riverside Dr	71.8	89.1	86.9	85	Yes/ No	4.1	85.0	82.8	No
	NM4	4	Residential	Harris Place Apartments, 451 E Riverside Dr	72.3	90.3	83.8	80	Yes/ No	10.3	80.0	73.5	No
	NM5	3	Commercial/ Park	Ontario Town Square, 24 N Euclid Ave	58.9	93.3	92.2	85	Yes/ No	8.3	85.0	83.9	No
	NM6	2	Residential/ Park	457 Beverly & James R Bryant Park	51.6	94.2	90.5	80	Yes/ No	14.2	80.0	76.3	No
	NM7	2	Residential	526 N Vine Ave	59.9	93.0	91.8	80	Yes/ No	13.0	80.0	78.8	No
	NM8	2	Residential	312 W F Street	55.5	93.0	87.0	87.5	Yes/ No	5.5	87.5	81.5	No
	NM9	1	Transient Lodging	American Inn, 755 N Euclid Ave	69.4	79.9	79.5	80	Yes/ No	-	-	-	No
	NM10	1	Residential	938 Euclid Ave	69.6	89.3	84.2	80	Yes/ No	9.3	80.0	74.9	No
	NM11	1	School	Chaffey High School, 1245 N Euclid Ave	70.1	79.9	74.8	85	Yes/ No	-	-	-	No

Source: Ganddini, 2024, **Appendix F**

Notes:

(1) Construction noise worksheets are provided in **Appendix F**.

(2) Per measured existing ambient noise levels (see Table 2 in **Appendix F**).

(3) The FTA residential daytime noise threshold is 80 dBA Leq averaged over an 8-hour period (Leq (8-hr) and the commercial daytime threshold is 85 dBA Leq (8-hr). In compliance with the City's Code, construction would not occur during

(4) Mitigation measures can include, but not be limited to, the use of alternative equipment, muffled equipment, and temporary barriers.

(5) As the Project was modeled as one phase (site preparation), the reduction is based on the highest needed reduction of ~17 dB for the residential and park uses along Segment 2 (457 Beverly, Ontario and James R Bryant Park).

(6) As construction is not anticipated to be phased, to provide a conservative scenario, the entirety of the Project has been analyzed as occurring in one construction phase (site preparation) with all proposed equipment in operation

TABLE 22: CONSTRUCTION NOISE LEVELS (DBA L_{EQ}) IN LIGHT OF FTA THRESHOLDS- SECOND DAY

Phase	Noise Measure-ment Location[2]	Project Segment	Existing Use	Receptor Location	Existing Ambient Noise Levels (dBA Leq)[2]	Construction Noise Levels		Applicable FTA Threshold [3]	Exceeds Threshold ?	Needed Reduction (dB)[4]	Construction Noise Levels with Reduction?[5]		Exceeds Threshold ?
						At property line	At Dwelling/ Structure				At property line	At Dwelling/ Structure	
Site Preparation[6]	NM1	4	Daycare	Sunrise Children Center, 2049 E Riverside Dr	72.8	81.9	75.3	85	No/ No	-	-	-	No
	NM2	4	Residential	2944 S Meadowbrook Place & 2945 S Pinehurst Ct	74.7	82.1	81.5	80	Yes/ No	2.1	80.0	79.4	No
	NM3	4	Daycare/ School	Heavenly Care Daycare & Preschool, 1030 Riverside Dr	71.8	81.5	80.5	85	No/ No	-	-	-	No
	NM4	4	Residential	Harris Place Apartments, 451 E Riverside Dr	72.3	82.0	78.9	80	Yes/ No	2.0	80.0	76.9	No
	NM5	3	Commercial/ Park	Ontario Town Square, 24 N Euclid Ave	58.9	83.0	82.7	85	No/ No	-	-	-	No
	NM6	2	Residential/ Park	457 Beverly & James R Bryant Park	51.6	83.3	82.1	80	Yes/ Yes	3.3	80.0	78.8	No
	NM7	2	Residential	526 N Vine Ave	59.9	83.0	82.5	80	Yes/ Yes	3.0	80.0	79.5	No
	NM8	2	Residential	312 W F Street	55.5	83.0	80.6	87.5	No/ No	-	-	-	No
	NM9	1	Transient Lodging	American Inn, 755 N Euclid Ave	69.4	76.5	76.2	80	No/ No	-	-	-	No
	NM10	1	Residential	938 Euclid Ave	69.6	81.6	79.1	80	Yes/ Yes	1.6	80.0	77.5	No
	NM11	1	School	Chaffey High School, 1245 N Euclid Ave	70.1	76.5	72.8	85	No/ No	-	-	-	No

Source: Ganddini, 2024, **Appendix F**

Notes:

(1) Construction noise worksheets are provided in **Appendix F.**

(2) Per measured existing ambient noise levels (see Table 2 in **Appendix F**).

(3) The FTA residential daytime noise threshold is 80 dBA Leq averaged over an 8-hour period (Leq (8-hr) and the commercial daytime threshold is 85 dBA Leq (8-hr). In compliance with the City's Code, construction would not occur during

(4) Mitigation measures can include, but not be limited to, the use of alternative equipment, muffled equipment, and temporary barriers.

(5) As the Project was modeled as one phase (site preparation), the reduction is based on the highest needed reduction of ~17 dB for the residential and park uses along Segment 2 (457 Beverly, Ontario and James R Bryant Park).

(6) As construction is not anticipated to be phased, to provide a conservative scenario, the entirety of the Project has been analyzed as occurring in one construction phase (site preparation) with all proposed equipment in operation

b) Generation of excessive groundborne vibration or groundborne noise levels?

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. The California Transportation and Construction Vibration Guidance Manual (CalTrans, 2020) establishes criteria for groundborne vibration. The guidelines recommend that the threshold at which there is a risk of architectural damage is a peak particle velocity (PPV) of 0.25 inches/second (in/sec) for historic buildings, PPV of 0.3 in/sec at older residential structures, and a PPV of 0.5 in/sec at new residential structures and modern commercial/industrial buildings. According to CalTrans, groundborne vibration becomes an annoyance when PPV of 0.4 in/sec is exceeded (CalTrans, 2020).

The closest structures to the proposed construction activities include single family residential structures as close as 25 feet. Project construction will require the following equipment: two (2) scrapers, one (1) tractors/ loaders/ backhoes, two (2) off-highway trucks, two (2) plate compactors, two (2) excavators, two (2) other material handling equipment, two (2) paving equipment, two (2) other construction equipment, four (4) pumps, two (2) skid steer loaders, two (2) surfacing equipment, two (2) rubber-tired dozers, and two (2) cranes. Based on the list of equipment that will be utilized for Project implementation, groundborne vibration from construction has the potential to exceed the levels necessary to cause architectural damage, since Project equipment could be utilized within 25 feet of an existing structure. For the Project, plate compactors have the most potential for vibration impacts near an existing structure. The peak particle velocity (PPV) per square foot associated with these vibratory plates is 0.21 at a distance of 25 feet **(**ee ***Table 23: Construction Equipment Vibration Source Levels*** **below)**. The Project will implement BMPs and mitigation measures, **BMP NOI-01: Construction Noise Best Management Practices: Noise Reducing Barriers** and Mitigation Measures **MM NOI-01: Construction Noise Management,** to ensure equipment is fitted with sound barriers and mufflers, and **MM CUL-02: Vibration Monitoring**, for vibration monitoring along the Euclid Avenue median, near CF historic resources that may be impacted by vibration and settlement during excavation/ earthworks is required.

TABLE 23: CONSTRUCTION EQUIPMENT VIBRATION SOURCE LEVELS

Equipment		PPV at 25 ft, in/sec	Approximate Lv* at 25 ft
Pile Driver (impact)	Upper range	1.518	112
	typical	0.644	104
Pile Driver (sonic)	Upper range	0.734	105
	typical	0.170	93
Clam shovel drop (slurry well)		0.202	94
Hydromill (slurry wall)	In soil	0.008	66
	In rock	0.017	75
Vibratory Roller		0.210	94
Hoe Ram		0.089	87
Large Bulldozer		0.089	87
Cassion Drilling		0.089	87
Loaded Trucks		0.076	86
Jackhammer		0.035	79
Small Bulldozer		0.003	58

Notes: Based on Federal Transit Administration Transit Noise and Vibration Impact Assessment Manual, 2018.
*RMS velocity in decibels, VbB re 1 micro-in/sec

Substantial sources of groundborne vibration during post-construction Project operations will include the movement of passenger vehicles and trucks on paved and generally smooth surfaces. Loaded trucks generally have a PPV of 0.076 at a distance of 25 feet (CalTrans, 2020), which is a substantially lower PPV than that of a vibratory roller (0.210 in/sec PPV at 25 feet).

MITIGATION:

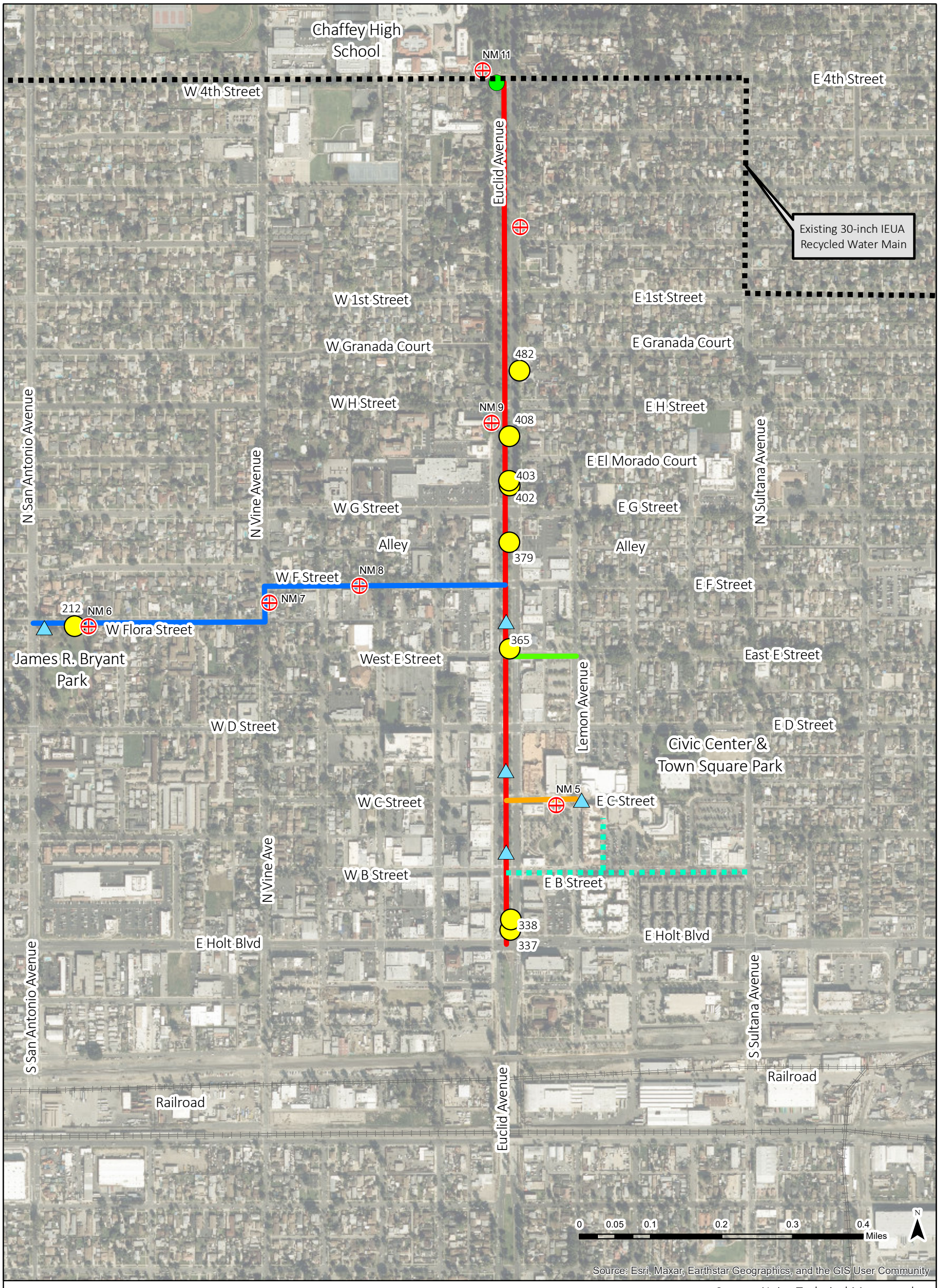
NOI-01: Construction Noise Management.
MM CUL-02: Vibration Monitoring.

c) For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?

DISCUSSION OF EFFECTS:
No Impact. The closest airport to the Project is the Ontario Airport located approximately 1.6 miles to the southeast of the Project. According to The Ontario Plan, the north part of the Project is mostly within the 60-65 dBA and 65-70 dBA noise contours of Ontario Airport (The Ontario Plan, 2022). As indicated in Section 13, Discussion of Effects a through, the Project will not substantially increase noise levels. Therefore, due to both the nature of the proposed Project, existing land uses and baseline conditions from airport noise, the proposed Project would not expose people residing or working in the area to excessive noise levels.

As a result, significant impacts are not anticipated; therefore, no Mitigation Measures are required.

MITIGATION:
None required.



Proposed Recycled Water Pipeline
- Segment 1
- Segment 2
- Segment 4
- Segment 5

Conversion of Existing Potable Water Pipeline to RW
- Segment 3

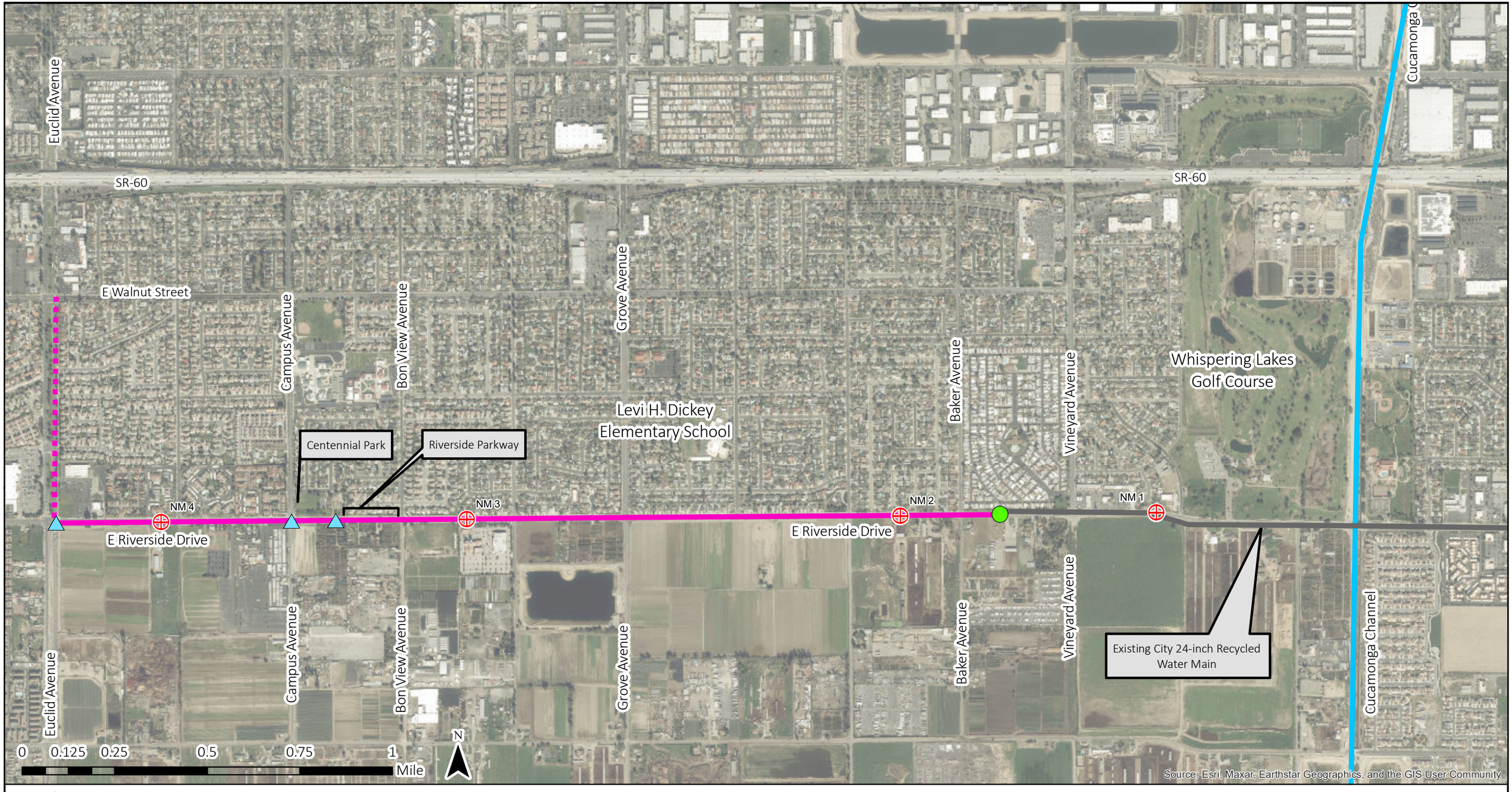
- IEU Connection Point
- Recycled Water Lateral
- Proposed Tree Removal
- Noise Measurement Location

Source: Noise Technical Memorandum Appendix E (Ganddini, 2024)

Ontario Municipal Utilities Company
Euclid Avenue Recycled Water System Project

Figure 9A. Noise Measurement Locations (Northern Portion)

ARDURRA



Legend

- Existing City 24-inch Recycled Water Pipeline
- SR-60
- Segment 6: Proposed Recycled Water Pipeline
- Segment 6: Conversion of Existing Irrigation System to RW
- Connection Point to Existing City RW Pipeline
- Recycled Water Lateral
- Cucamonga Channel
- Noise Measurement Location

Source: Noise Technical Memorandum Appendix E (Ganddini, 2024)

Ontario Municipal Utilities Company
Euclid Avenue Recycled Water System Project

Figure 9B. Noise Measurement Locations (Southern Portion)

ARDURRA

14. POPULATION AND HOUSING

14.1 Regulatory Compliance

Southern California Association of Governments

SCAG is the key metropolitan planning organization for the southern California region and focuses on regional planning and policy initiatives for transportation, economy, housing, public health, and environment. SCAG's plans are based on population statistics and forecasted population growth. SCAG's objective in developing plans is to encourage dialogue, analysis, and regional planning for a more sustainable southern California.

In accordance with California's Housing Element Law, Government Code Section 65583, SCAG adopted Connect SoCal in September of 2020. Connect SoCal is also known as the 2020-2045 Regional Transportation Plan/ Sustainable Communities Strategy (2020-2045 RTP/SCS), a long-range plan identifying deficiencies in current housing needs and proposed strategies for balancing key issues including mobility, economy, housing, and jobs, based on population forecasts for the region and general plan statistics approved by local cities and counties. SCAG prepares the Regional Housing Needs Allocation (RHNA) every eight years, in support of regional housing production goals and each city is assigned a RHNA housing goal. California Department of Housing and Community Development (HCD) issues RHNA requirements to local agencies

City of Ontario Housing Element

Pursuant to the State Housing Element Law, cities must update their housing elements every eight years. The City of Ontario adopted the Ontario Housing Element in March 2022. The Housing Element is required to address housing needs within the City of Ontario and identify future production; potential limitations; and establish programs and goals to meet growing demands (Ontario Housing Element 2022). Due to growth pressures within city limits and the planned buildout of The Ontario Plan, the City incorporated the following policies to promote sustainable development and promote strategic growth opportunities:

- ***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-1.2: Sustainable Community Strategy***. We integrate state, regional, and local Sustainable Community/Smart Growth principles into the development and entitlement process.
- ***LU-1.3: Adequate Capacity***. We require adequate infrastructure and services for all development.
- ***LU-4.3: Infrastructure Timing***. We require that the necessary infrastructure and services be in place prior to or concurrently with development.

The Ontario Plan

The Ontario Plan promotes recycled water infrastructure for landscape irrigation, and the conversion from potable water irrigation systems, which align with sustainable growth principles and directives from both the State and SCAG. These objectives implement sustainable water use which is designated to offset population increases that are forecasted within Ontario.

14.2 Existing Conditions

Projections indicate Ontario's population is anticipated to increase by 56% between 2016 and 2045 resulting in approximately 176,200 residents within city limits (Ontario Housing Element 2022). Within Ontario's Housing Element, portions of Ontario's Downtown Mixed-used Corridor, within the Local Vicinity surrounding the north part of the Project, were identified as neighborhoods with the highest rehabilitation needs and abandoned homes (Ontario Housing Element 2022). As a result, Ontario intends to revitalize this area as one strategy to accommodate new housing demands. Regional Housing Needs Goals anticipate an additional 20,854 housing units within city limits by 2029. Ontario's Housing Element and The Ontario Plan includes objectives to expand use of recycled water irrigation systems for landscaping across Ontario to enhance sustainability and increase availability of potable water to meet existing and planned future housing and population needs.

14.3 Project Impacts

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)?

DISCUSSION OF EFFECTS:
No Impact. The Project is part of Ontario's approve recycled water system that is planned to serve the future buildout of Ontario. Proposed expansion of recycled water infrastructure and conversion of existing landscape irrigation systems from potable water to recycled water will achieve conservation of potable water. The Project does not propose new homes or businesses that will directly increase population and housing. The Project would implement potable water conservation to serve existing developed parks and public open space. The Project will support perpetual maintenance of the Euclid Avenue Historic Property. The Project will allow sustainable irrigation at James R. Bryant Park, Euclid Avenue median, Civic Center Buildings, and Town Center Park. The Project is consistent with planned, approved improvements proposed within Ontario's Recycled Water Master Plan and GP EIR.

The Project will not result in unplanned population growth by extending infrastructure or proposing new homes. The Project is proposed in response to growth that has been previously considered and approved under The Ontario Plan. Therefore, impacts are not anticipated, and no mitigation measures are needed.

MITIGATION:
None required.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere.

DISCUSSION OF EFFECTS:
No Impact. The Project will be located entirely within Ontario's public ROW and would not displace substantial numbers of existing people or housing developments or require replacement housing. As mentioned in Section 14.3, Discussion of Effects a), the Project would expand Ontario's recycled water infrastructure in accordance with The Ontario Plan and Ontario's certified GP EIR; it is intended to minimize potable water use and accommodate approved planned growth within Ontario's city limits. For these reasons, no impacts related to the displacement of substantial numbers of existing people or housing, necessitating the construction of replacement housing will occur. Mitigation measures are not needed.

MITIGATION:
None required.

15. PUBLIC SERVICES

15.1 Regulatory Compliance

The Ontario Plan

The Project will implement sustainability goals outlined in the Environmental Resources Element of The Ontario Plan for landscape irrigation with recycled water. The Environmental Resources Element incorporates goals and objectives for planned implementation of sustainability hallmarks for water, waste, energy, air quality, and natural resources management within city limits.

Ontario Municipal Code

Ontario provides plan check review on improvements to verify the level of public service requirements and consistency with Ontario's standards for service delivery. Plan check also incorporates input from service purveyors so that all service needs are met for new construction. Ontario requires developers to either make improvements to fill gaps in existing services or pay impact fees upon the issuance of permits, to fund services including parks, schools, police, fire, roadways, storm drainage, water, and sewer infrastructure.

15.2 Existing Conditions

Fire Protection

The Project is within the bounds of the City of Ontario Fire Department (OFD) service area. Ontario's Fire Department provides fire protection, emergency medical, hazardous materials, and other services to residents and businesses within its area of service. There are ten (10) fire stations throughout Ontario, which contain 227 personnel (186 firefighters; 41 professional staff members). According to The Ontario Plan, the ten fire stations servicing the Project Area, contain nine (9) four- person paramedic engine companies, three (3) four- person truck companies, an 8-person aircraft rescue and firefighting (ARFF) station, one (1) fire investigation supervisor, and two battalion chiefs (The Ontario Plan, 2022). At each Station, the Ontario Fire Department mandates 4-person engine companies, which include two paramedics, and 4-person truck companies at all times (OFD 2022). The closest Stations to the Project are the Ontario Fire Department (425 E B Street, Ontario, CA 91764), approximately 100 feet east from the proposed lateral along E. B Street servicing the City Hall and adjacent buildings; Station 4 (N Mountain Ave, Ontario, CA 91762), located approximately 1.2 miles west from 4th Street and Euclid Avenue intersection; and Station 9 (2661 E Grand Park Street, Ontario, CA 91762), located approximately 2.6 miles south of E. Riverside Drive and the Cucamonga Creek. Ontario strives to maintain a travel time of 4 minute or less at least 90 percent of the time with full responses at low/medium hazard fires within 8 minutes of a 911 call at least 90 percent of the time and within 10 minutes for high hazard (The Ontario Plan, 2022).

Police Protection

The City of Ontario Police Department (OPD) will provide police protection to the Project during construction. The OPD responds to an average of 200,000 calls for service per year; therefore, the OPD has allotted 300 police officers to meet demands within city limits. The service area is divided into the West Area Command, East Area Command, and South Area Command; the Project is within both the West Area Command and the South Area Command. The main OPD is located at 2500 South Archibald Avenue, approximately 1.5 miles north of the south part of the Project along E. Riverside Drive. To meet and accommodate future demands, the OPD participates in a mutual aid agreement with the San Bernadino County Sheriff to ensure response times are kept to a minimum (The Ontario Plan, 2022).

Schools
The Project is within the Chaffey Join Union High School District (CJUHSD), Ontario-Montclair School District, and Chino Valley Unified School District. During the 2020-21 school year, the local school districts had the following enrollment: 23,854 students for CJUHSD; 19,286 for Ontario-Montclair School District; and 27,333 students for Chino Valley Unified School District (The Ontario Plan, 2022). The closest schools to the Project are Chaffey High School, approximately 0.2 miles north of the 4th Street and Euclid Avenue intersection; Vina Danks Middle School, approximately 0.3 miles from the 4th Street and Euclid Avenue intersection; St. George Catholic Church School, approximately 0.2 miles west from Euclid Avenue and E. D Street intersection; and Levi H. Dickey Elementary School, approximately 0.2 miles from S. Parco Avenue and E. Riverside Drive intersection. According to The Ontario Plan, many school districts within Ontario can accommodate future buildout of the approved Land Use Map and proposed population increases.

Parks
Parks close to the Project include James R. Bryant, a neighborhood park[9] located at the site of the proposed lateral near the southeast corner of N. San Antonio Avenue and W. Flora Street; Ontario Town Square, a minipark[10], located approximately 50 feet east of E. C Street and Lemon Avenue; and Whispering Lakes Golf Course, a special use park[11], located approximately 100 feet from E. Riverside Drive & S. Whispering Lakes Lane.

Other Public Facilities
Ontario is part of the Inland Library System, containing 19 independent libraries, two (2) of which are located within city limits. The closest library to the proposed Project is part of the Inland Library System, located along E. C Street, directly adjacent to the Ovitt Family Community Library at 215 E. C Street.

15.3 Project Impacts

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

i. Fire Protection?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. During construction the Project would require temporary partial lane closures. An approved traffic control plan will be implemented during construction to facilitate acceptable through access. This will allow services to function according to City standards during construction and would avoid significant impacts to the function to the Fire Department during construction. The closest Fire Station is located at 425 E B Street, Ontario, CA 91764, approximately 100 feet from the proposed recycled water lateral along E. B Street. Ontario shall implement mitigation measure **MM PUB-01: Coordination with Local**

[9] According to the City of Ontario, "Community Parks are usually 5 to 30 acres and contain larger park facilities such as multipurpose fields, pools, and sports courts. Community parks serve the daily recreational needs of their local neighborhood as well as the broader community. This means they serve residents within a 15-minute walk and within a 5- minute drive. Most community parks in Ontario also have community centers that provide a wide range of programs and services and accommodate special events, recreation programs, offices, and community services" (The Ontario Plan, 2022).
[10] According to the City of Ontario, "Miniparks and Neighborhood Parks are generally less than 5 acres and serve residents within a 15-minute walk. Although they tend to focus more on passive recreation, they play an important role in providing outdoor access for neighborhoods. Open grassy areas, picnic tables, walkways, and playgrounds are typical park amenities" (The Ontariol Plan, 2022).
[11] According to the City of Ontario, "Special Use Parks are park areas that provide unique recreation opportunities. They often serve the recreation needs of specific groups of people but are always publicly available" (The Ontario Plan, 2022).

Agencies and Neighborhoods so that local agencies review and have input on the traffic control plan prior to approval to reduce construction impacts on fire protection services throughout construction.

The Project does not propose to increase population or density beyond what has been considered and approved in The Ontario Plan. Therefore, Project implementation would not require an additional fire station or fire services. Likewise, the Project does not permanently modify land use requiring fire services beyond what has already been identified in The Ontario Plan. The standard application of Ontario's plan check, inspection, and design criteria will confirm the appropriate implementation of fire protection performance objectives for the Project during construction and will facilitate continuous fire protection within the Local Vicinity.

For these reasons, impacts are considered less than significant with mitigation incorporated.

MITIGATION:
MM PUB-01: Coordination with Local Agencies for Traffic Control. Prior to finalizing the traffic control plan, Ontario's City Engineering Division must ensure coordination occurs between Local Agencies within Ontario City Limits including Ontario Fire Department, Ontario Parks and Recreation Department, San Bernadino Sherrif's Department, City Hall, and Ontario Police Department, Chaffey Join Union High School District (CJUHSD), Ontario-Montclair School District, Chino Valley Unified School District, and Inland Library System. Coordination between Local Agencies shall include advance planning on the construction schedule so that active construction does not coincide with classes and special events. Coordination shall also involve distribution of Project information including but not limited to temporary street signs with the dates of proposed construction, mailers and door tags with a description of activities and timeframes for each neighborhood.

ii. Police Protection?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. See Section 15.3, Discussion of Effects a) i. The Project is a part of the Recycled Water Master Plan and is intended to benefit Ontario. The contractor is responsible for continuous implementation of safety measures during construction; this includes implementation of an approved traffic control plan that will facilitate continuous access during construction. The Ontario Municipal Code requires implementation of safety measures by the contractor during construction so that risk from use of heavy equipment, materials, and construction/crew activity is reduced. The MMRP for the Project also includes mitigation measures to reduce risk due to hazards and hazardous materials. Therefore, the Project will not significantly impact service needs and the level of police protection. The Project is intended to achieve sustainability goals and objectives in The Ontario Plan and does not propose to increase population or change land use beyond what has already been considered and approved in the GP EIR.

During construction an approved traffic control plan will be followed pursuant to mitigation measure **MM TRAF-01: Traffic Control Plan** and notification of the Project will be circulated pursuant to mitigation measure **MM PUB-01: Coordination with Local Agencies and Neighborhoods**. The traffic control plan and coordination will allow services to function according to Ontario's service standards, and access will remain open to the Police Department throughout the areas of disturbance and along the Project. Compliance between the City Police Department traffic control guidelines and the traffic control plan for the Project will result in less than significant impacts. The proposed Project will not increase population or change land use within the Project Area.

As a result, less than significant long-term impacts to police protection are expected with the implementation of Mitigation Measure **MM TRAF-01: Traffic Control Plan and MM PUB-01: Coordination with Local Agencies and Neighborhoods.**

MITIGATION:
MM PUB-01: Coordination with Local Agencies for Traffic Control.
MM TRAF-01: Traffic Control Plan.
MM HAZ-01: Coordination with Local Schools/School Districts.
MM HAZ-02: Hazards and Hazardous Materials Manifest and Plan.

iii. ***Schools?***

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. As mentioned with Section 15.2 Existing Conditions, the Project is closest to Chaffey High School, Vina Danks Middle School, St. George Catholic Church School, and Levi H. Dickey Elementary School. The Project will not increase population or result in changes to existing and planned enrollment. The Project is consistent with the goals and policies of The Ontario Plan and will promote sustainable landscape irrigation of existing parks and open space; it will not result in impacts beyond what was previously considered in the GP EIR. During construction, the Project could result in temporary, short-term localized impacts from traffic, emissions, and noise near the closest educational facilities. Mitigation measures and BMPs presented in the MMRP for the Project will result in less than significant impacts. A traffic control plan will be approved by Ontario and implemented by the contractor during construction pursuant to **MM TRAF-01: Traffic Control Plan**, so that adequate access to schools is available. It is recommended that Project construction near schools be planned to occur before and after drop-off and pickup. The contractor shall coordinate with local school districts and neighborhoods by preparing and distributing a construction schedule and signs posting construction dates; the schedule should be planned so that construction near schools does not coincide with classes and special events. Coordination shall include street signs, mailers, and door tags pursuant to **MM PUB-01: Coordination with Local Agencies and Neighborhoods.**

As a result, less than significant impacts are anticipated with the implementation of Mitigation Measure **MM PUB-01: Coordination with Local Agencies and Neighborhoods.**

MITIGATION:

MM PUB-01: Coordination with Local Agencies for Traffic Control.

iv. ***Parks?***

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. See Section 15, Discussion of Effects a) i through iii. The Project does not propose to change land use or increase population; therefore, increased demand for parks would not result from Project implementation. A lateral is proposed to extend south from W. Flora Street toward James R. Bryant Park resulting in temporary, localized impacts related to park access and use at the north end of the park. These impacts may include localized air emissions, noise, construction barrier, and traffic, which are anticipated to be temporary and less than significant with the implementation of mitigation measures in the MMRP for the Project. The park will return to pre-Project conditions once construction has been completed. The Project is consistent with long-term plans for sustainable water use and approved land use plans for buildout of Ontario. The Project is a planned improvement and has been considered and approved within The Ontario Plan.

Project construction will be within City ROW; therefore, an approved traffic control plan will be implemented in compliance with City Standard Specifications. Mitigation measure **MM PUB-01: Coordination with Local Agencies** will be implemented to reduce short-term, temporary impacts during construction. Mitigation measures for traffic control, noise and air emissions are also proposed to reduce construction impacts. As a result, Project impacts are less than significant with mitigation to existing park land adjacent to the Project. Over the long-term, the Project will facilitate sustainable permanent irrigation of parks and open space within Ontario. Less than significant impacts with mitigation are anticipated.

MITIGATION:

MM PUB-01: Coordination with Local Agencies for Traffic Control.

v. Other public facilities?

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. As mentioned above, the Ovitt Family Community Library at 215 E C Street, is directly next to the proposed alignment along E. C Street. Access to the library facilities may be impacted temporarily during construction at this location; therefore, the Project will implement the following mitigation measures to reduce impacts related to library access: **MM TRAF-01: Traffic Control Plan and MM PUB-01: Coordination with Local Agencies and Neighborhoods**; mitigation measures will provide continuous access to the library and will reduce potentially significant impacts to a less than significant levels.

MITIGATION:

MM PUB-01: Coordination with Local Agencies for Traffic Control and MM TRAF-01: Traffic Control Plan.

16. RECREATION

16.1 Regulatory Compliance

The Quimby Act

The Quimby Act of 1965, Section 66477 of the California Government Code, enables local governments, cities, or counties to require the dedication of land or impose a requirement of the payment of the in-lieu fees for development of community parks as well as setting minimal standards for parks.

City of Ontario Recreation and Parks Master Plan

The Ontario Recreation and Parks Master Plan was adopted in August 2021 for planning infrastructure and program improvements so that Ontario has a premier parks system. The Master Plan also prioritized and recommended the following:

- Find opportunities to include small plazas and passive recreational elements at city facilities or park spaces such as the Euclid Avenue center median;
- Find areas where linear parks may occur such as the Euclid Avenue center median;
- Look to enhancing arterial and collector street such as Euclid Avenue, Riverside Drive, Mission Boulevard, Mountain Avenue, and Francis Street;
- Identify two opportunity park areas for James R. Bryant Park to help address level of service gaps such as playground expansion or additional picnic areas.

16.2 Existing Conditions

Ontario contains approximately 481 acres of parkland, which consists of "7 miniparks, 15 neighborhood parks, 6 community parks, 4 linear and special use parks, and 1 regional park" (Ontario GP EIR, 2022). The closest parks to the Project are as follows and will be served by new laterals that will be constructed with the Project: James R. Bryant, a neighborhood park located south of W. Flora Street; Ontario Town Square, a minipark, located approximately 50 feet east of E. C Street and N. Lemon Avenue; and Whispering Lakes Golf Course, a special use park, located approximately 100 feet from Riverside Drive & S. Whispering Lakes Lane. The Project will also provide laterals on the east side of the Euclid Avenue median, north of E. Holt Boulevard for irrigation of passive public open space within the median between 4th street and E. Holt Boulevard.

16.3 Project Impacts

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?

DISCUSSION OF EFFECTS:

Less than Significant Impact. Project implementation does not propose changes in land use that will create permanently increased employment, housing, or local population. Therefore, the Project will not result in substantive increased use of existing neighborhood and regional parks. The Project will temporarily increase daytime, weekday population within the APE during periods of active construction; however, significantly increased park uses, resulting in substantial or accelerated physical deterioration of nearby parks, is not expected during construction due to the size of the Project and anticipated size of the construction crew.

As a result, the Project will have less than significant impact on recreational facilities. No Mitigation Measures are required.

MITIGATION:

None required.

b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

DISCUSSION OF EFFECTS:

No Impact. See Section 16, Discussion of Effects a). The Project will expand Ontario's recycled water system and will not permanently change demand for recreational facilities or result in increased use or expansion of existing recreational facilities. The Project will facilitate sustainable long-term maintenance of parks and open space in Ontario; it will extend laterals from the new recycled water mains to the existing irrigation within existing parks and open space: James R. Bryant Park, Euclid Avenue median, and Ontario Town Square Park. During construction the contractor will be required to implement mitigation measures and BMPs from the approved MMRP for the Project to reduce physical effects of construction within the existing parks and open space to less than significance. Upon completion, the Project will restore areas affected by construction to pre-Project conditions. Therefore, the Project will have no significant temporary or permanent impacts related to construction or expansion of recreational facilities and no additional mitigation is required.

MITIGATION:

None required.

17. TRANSPORTATION

17.1 Regulatory Compliance

CEQA Guidelines

In December 2018, CEQA Guidelines Section 15064.3, subdivision (b) was adopted by the California Natural Resources Agency. The updated guidelines require evaluation of a project's transportation impacts using "vehicle miles traveled" (VMT) for describing levels of significant impacts. The updated guidelines focus on shifting the focus of CEQA impact analysis from roadway congestion and driver delay to GHG reductions and reduced VMT with multimodal networks and mixed land uses.

City of Ontario Traffic Management Center

In partnership with the San Bernadino County Transportation Authority (SBCTA), Ontario constructed a traffic management center (TMC) to accelerate the implementation of traffic signal coordination, ramp metering, and technology enhancement projects, to reduce emissions.

The key functions of the TMC are the following:

- Implement a dynamic selection of traffic signal timings;
- Implement transit signal priority;
- Provide coordination among various agencies;
- Monitor traffic signal equipment, and dispatch resources to fix malfunctioning equipment;
- Provide traffic detection and surveillance;
- Modify arterial traffic signal timing when an incident occurs on a freeway;
- Manage incidents and special events or emergency evacuations; and
- Store data for long term archives and offline analysis.

VMT Thresholds

Ontario has established VMT Thresholds of significance in their "City of Ontario Resolution Adopting Vehicle Miles Travelled Thresholds", (June 2020). The thresholds established by Ontario include the following:

- ***Criterion 1: Origin Destination (OD) Method VMT/SP***. Any increase in the citywide average VMT per service population (VMT/SP) of TOP 2050 (Proposed Project) compared to the current TOP (Approved Project) would be considered a significant impact.
- ***Criterion 2: Boundary Method Total VMT***. Any increase in the total citywide daily VMT of the TOP 2050 (Proposed Project) calculated using the Boundary Method compared to the current TOP (Approved Project) would be considered a significant impact.

17.2 Existing Conditions

The Project will occur within City ROW for parks, open space, and improved streets with the following road designations and existing conditions:

Euclid Avenue is a north/south City arterial, historic district, and mixed-use corridor. Within the Euclid Avenue ROW, there are bike lanes and sharrows in both north and southbound directions. Euclid Avenue is pedestrian friendly and provides sidewalks on both sides or the street, crosswalks, and pedestrian walkways. According to The Ontario Plan, Euclid Avenue also serves a designated evacuation and truck route. Euclid Avenue is also a Bus Rapid Transit (BRT) Corridor, which is a corridor intended to reduce VMT. The BRT along Euclid Avenue is an essential public transit route within Ontario. See *Section 17. Transportation*, regarding Ontario's mobility (Ontario 2020).

4th Street is a 2-lane collector street running east-west, approximately 35-feet-wide, traversing through Ontario's historic district. This ROW includes a Class III[12] Bicycle Boulevard and serves multiple transportation functions including a pedestrian walkway and street parking on either side of Right-of-Way; 4th Street is a designated Evacuation Route according to The Ontario Plan.

W. F Street, N. Vine Avenue, and W. Flora Street are city collector streets, 35-feet wide within primarily residential areas of Ontario's downtown district. These roadways contain pedestrian walkways along either side of the paved travel lanes. These local roadways do not have designated bikeways; bicycle access is shared with vehicular access pursuant to Ontario's Complete Streets Model in City Policy *M-1.4: Complete Streets*.

E. C Street is a minor arterial, with no designated bikeways. Diagonal street parking is located along the east bound lane; and pedestrian walkways are on either side of the ROW.

E. B Street, E. E Street, and W. Lemon Street are minor arterials with pedestrian walkways along either side of the ROW and shared vehicular and bicycle access.

E. Riverside Drive is an east west 6-lane minor arterial within Ontario's Old Model Colony containing a Class II[13] Bicycle Lane, and pedestrian walkways along the westbound lane. The Ontario Plan, *Figure 5.17-5: Evacuation Routes*, indicates that Riverside Drive is a designated evacuation route.

17.3 Project Impacts

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

DISCUSSION OF EFFECTS:
Less than Significant Impact. The Project will be constructed within Ontario's ROW under an approved traffic control plan. The Project is proposed in an urbanized area with an existing street grid that provides multiple alternative access routes. The Project will contribute minimal vehicle trips per day during construction. There will be no permanent changes in VMT from the Project. Access for construction will occur from existing regional and local roadways, which are connected to improved ROW grid within Ontario. Construction of the Project is subject to the standard application of Ontario's plan check and inspection process, to verify compliance with City programs, plans, ordinances, and policies for the circulation system, including transit, roadway, bicycle, and pedestrian facilities. The Project will support long-term sustainable maintenance of Euclid Avenue.

For the reasons above, less than significant impacts are anticipated; no Mitigation Measures are needed.

MITIGATION:
None required.

b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. CEQA Guidelines Section 15064.3, subdivision (b) pertains to Project-generated VMT, efficient operation of transit, and accessible multi-modal travel. The Project does not

[12] According to the City of Ontario, a Class III bicycle boulevard is located "on a local or collector street that is one travel lane in each direction, has a design speed of 25 mph or less and a design volume of 5,000 ADT or less" (The Ontario Plan, 2022).
[13] According to the City of Ontario, Class II bicycle lanes are the preferred path of travel and consist of "dedicated land along streets, with no parking allowed in the bike lane" (The Ontario Plan, 2022).

propose changes to existing or approved land use and will not facilitate permanently increased traffic, increased VMT, or any permanent changes in existing ROW conditions.

The Project will implement mitigation measures **MM TRAF-01: Traffic Control Plan and MM TRAF-02: Encroachment Permit**, to maintain efficient travel within the ROW during construction. Implementation of mitigation measures for the Project will reduce temporary Project impacts to less than significant levels.

MITIGATION:
MM TRAF-01: Traffic Control Plan (TCP).
MM TRAF-02: Encroachment Permit

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

DISCUSSION OF EFFECTS:
No Impact. The Project will be constructed below ground surface and will not implement above ground features that could result in either permanent or temporary hazards from a geometric design feature. Work within public ROW requires review and approval of an encroachment permit by Ontario, which will include a traffic control plan with BMPS such as temporary barriers and detours. Therefore, no impacts are anticipated.

MITIGATION:
None required.

d) Result in inadequate emergency access?

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. Project construction involves the use of larger, slower moving vehicles and equipment that could result in traffic delay within the Local Vicinity during periods of active construction. Implementation of Mitigation Measure **MM TRAF-01: Traffic Control Plan** will require continuous access according to City standards within the APE during construction

As a result, the Project anticipates less than significant impacts due to the implementation of Mitigation Measure **MM TRAF-01: Traffic Control Plan**.

MITIGATION:
MM TRAF-01: Traffic Control Plan.

18. TRIBAL CULTURAL RESOURCES

18.1 Regulatory Compliance

AB 52

The Legislature added requirements regarding tribal cultural resources for CEQA in Assembly Bill 52 (AB 52) that took effect July 1, 2015. AB 52 requires consultation with California Native American tribes and consideration of tribal cultural resources in the CEQA process. By including tribal cultural resources early in the CEQA process, the legislature intended to ensure that local and Tribal governments, public agencies, and project proponents would have information available, early in the project planning process, to identify and address potential adverse impacts to tribal cultural resources. By taking this proactive approach, the legislature also intended to reduce the potential for delay and conflicts in the environmental review process. To help determine whether a project may have such an effect, the PRC requires a Lead Agency to consult with any California Native American tribe that requests consultation and is traditionally and culturally affiliated with the geographic area of a Project.

PRC Section 21074 defines "Tribal cultural resources as any of the following "Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either: (A) Included or determined to be eligible for inclusion in the California Register of Historical Resources and/or (B) Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1. This may include a resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the Lead Agency shall consider the significance of the resource to a California Native American tribe."

During AB52 consultation for SCH# 2016081019, formal Tribal Consultation was conducted, and no specific concerns were identified. The Gabrieleno Band of Mission Indians/Kizh Nation requested to monitor specific ground disturbing activities and previous mitigation measure V-02 was added for this reason. This mitigation measure has been incorporated into the MMRP for the Project.

MM TCR-03: Gabrieleno Band of Mission Indians- Kizh Nation- Prior to issuance of a grading permit and ground disturbance, the Project applicant shall contact the Gabrieleno Band of Mission Indians-Kizh Nation and provide the tribe with written notification of the Project's ground disturbing activities and provide the tribe an opportunity to have a tribal monitor on-site during these activities, if required. A copy of the written notification shall be provided to the Ontario Municipal Utilities Department (OMUC) prior to the issuance of the first grading permit and ground disturbance.

18.2 Existing Conditions

Within the APE for the Project, Euclid Avenue was constructed between 1882 and 1884 under supervision of George and William Chaffey. The segment of Euclid Avenue ROW between G Street and I-10 is a contributor to the Designated Euclid Avenue Ontario Local Historic District, and the segment of Euclid Avenue ROW between G Street and the railroad overpass is a contributor to the proposed Downtown Ontario Local Historic District. Due to its listing on the National Register and its status as a district contributor on the local level, Euclid Avenue ROW qualifies as a historical resource under CEQA. Based on observations made during the field visit and substantial background research, BCR Consulting has verified that Euclid Avenue remains intact within the APE for the Project; furthermore, these cultural resources identified during the records search indicate sensitivity for buried cultural resources within the APE and Local Vicinity.

Ontario initiated formal AB 52 Native American Consultation on November 5, 2024, and received a letter on November 14, 2024, from the Yuhaaviatam of San Manuel Nation (formerly the San Manuel Band of Mission Indians) requesting mitigation measures. The Project is within Serrano ancestral territory and is of interest to

the Tribe. The Tribe's letter states that they do not have any concerns with the Project as currently planned at this time, based on the nature, location, and the Cultural Resources Management Department's present state of knowledge on the APE for the Project. The Tribe has requested that mitigation measures be included for CEQA compliance which require that work immediately surrounding any found buried resources be temporarily halted within a 60-foot radius so Ontario's archaeologist can evaluate the resources and the Tribe can be notified for input regarding the significance, appropriate next steps, monitoring, and treatment of cultural and Tribal resources. Therefore, mitigation measures **CUL-01: Archaeological and Historical Monitoring, CUL-03: Worker Environmental Awareness Training, and CUL-04: Human Remains and Funerary Objects** have been modified to incorporate mitigation for establishment of a temporary no-work buffer and assessment/input from the tribe if buried resources are found; these mitigation measures also require a monitoring and treatment plan for pre-contact cultural resources and 100-foot radius buffer for assessment of human remains and funerary objects by the coroner and Most Likely Descendent pursuant to State Health and Safety Code §7050.5.
In addition, the Tribe requested the following mitigation measure be added to the MMRP for the Project for compliance with AB52:

> "1. The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan.
> This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site. "
>
> "2. Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project."

18.3 Project Impacts

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

DISCUSSION OF EFFECTS:
Less than Significant with Mitigation Incorporated. The Project requires the use of heavy equipment, trucks, earthwork, and tree work within proximity to resources that are listed or eligible for listing in the CRHR and local register of historical resources. Proposed work includes trenching, pipeline construction, connections with exiting irrigation systems, and tree maintenance including removal/replacements. Therefore, Project construction could result in potentially significant direct and indirect impacts to buried resources defined in Public Resources Code § 21074. The cultural records search for the Project indicated that the APE and Local Vicinity, where the Project is located, has been occupied since the late 1800's; there are 23 previous cultural resource studies conducted in this area, and 29 cultural resources have been identified within a half-mile resource radius of the Project. Based on the nature, location, and existing data on cultural resources in the APE for the Project, Tribal consultation for the Project for AB52 compliance has resulted in incorporation of Tribal mitigation measures in the MMRP for CEQA compliance. Mitigation measures for the Project require that the Tribe be notified if buried resources are encountered during construction and for Tribal input regarding the

significance, appropriate next steps, monitoring, and treatment of cultural and Tribal resources found during construction. All archaeological/cultural documents generated during the life of the project shall be made available to the Tribe. See mitigation measures **TCR-01: Pre-contact Cultural Resources and TCR:02: Records and Documents.**

Therefore, based on the formal AB 52 consultation with the Yuhaaviatam of San Manuel Nation, impacts to tribal cultural resources pursuant to Public Resources Code Section 21074 and 5020.1(k) are less than significant with implementation of the following mitigation measures: Measure **MM CUL-01: Archeological Monitoring, MM CUL-02: Vibration Monitoring, MM CUL-03: Worker Environmental Awareness Training, CUL-06: Cultural Resource Discoveries, TCR-01: Pre-contact Cultural Resources, and TCR-02: Records and Documents.** As a result of proposed mitigation, it is not anticipated that the Project will not have significant impacts on resources that are listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources. See Section 5. Cultural Resources for more information.

MITIGATION:
MM CUL-01: Archeological Monitoring.
MM CUL-02: Vibration Monitoring.
MM CUL-03: Worker Environmental Awareness Training,
MM CUL-06: Cultural Resource Discoveries.
MM TCR-01: Pre-contact Cultural Resources.
MM TCR-02: Records and Documents.

ii. *A resource determined by the Lead Agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the Lead Agency shall consider the significance of the resource to a California Native American tribe.*

DISCUSSION OF EFFECTS:
Less than Significant Impact with Mitigation Incorporated. See Discussion of Effects a) above. The Project will be implemented within an area where the presence of historical resources pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1 are documented. Mitigation measures have been included in the MMRP for the Project to reduce significant impacts on cultural resources to less than significant levels. Proposed earthwork and tree removal/replacements that are proposed with the Project may encounter buried resources of significance pursuant to criteria set forth in subdivision (c) of Public Resource Code § 5024.1. The implementation of mitigation measures for the Project, which have been requested by the Yuhaaviatam of San Manuel Nation (formerly the San Manuel Band of Mission Indians) during formal tribal consultation with Ontario pursuant to AB52, will reduce impacts to less than significant levels. See Section 5. Cultural Resources for more information.

MITIGATION:
MM CUL-01: Archeological Monitoring.
MM CUL-02: Vibration Monitoring.
MM CUL-03: Worker Environmental Awareness Training,
MM CUL-06: Cultural Resource Discoveries,
MM TCR-01: Pre-contact Cultural Resources.
MM TCR-02: Records and Documents.

19. UTILITIES AND SERVICES

19.1 Regulatory Compliance

City of Ontario Recycled Water Master Plan
Planned buildout of Ontario, as outlined in the in the certified GP EIR, indicates the need for development of additional housing as well as supporting commercial, industrial, public facilities, and infrastructure improvements that promote sustainability to offset impacts from development and increased population within city limits. Improvements that were identified in the Ontario 2020 Recycled Water Master Plan and The Ontario Plan are intended to achieve the following objectives:

- Extend the recycled water system in the Ontario Ranch service area;
- Extend the recycled water to the Creekside conversion project areas;
- Convert large irrigation meters/users to recycled water;
- Convert parks and school landscaping to recycled water; and
- Convert current agricultural land to recycled water.

Ontario's Water Master Plan proposes additional pump stations and a total of 51.9-miles of pipeline of which 12.2 miles of new pipeline would be constructed in the next five years. Proposed recycled water improvements will help Ontario sustainably meet potable water demand from buildout of The Ontario Plan Land Use Map. Currently, demand in Ontario totals 9,655-acre feet per year. By 2045, demand is anticipated to double; therefore, through the Recycled Water Master Plan, Ontario plans to convert to recycled water irrigation where possible to conserve potable water and lower costs (recycled water is approximately 60 percent the price of potable water) (Ontario GP EIR, 2022). Ontario's Water Master Plan and CIP includes the "Euclid Avenue Recycled Water System" (Original Project) as a planned improvement (see ***Figure 7. Recycled Water Distribution Project Phases and Components***).

City of Ontario Municipal Code
Ontario's Municipal Code contains the following directives pertaining to water supply and conservation, which are applicable to the proposed Project:

- **Chapter 8A, Water Conservation Plan:** This section of the code provides the steps to be taken to minimize the potential for a water shortage through water conservation and the enactment of policies to be implemented during various stages of water shortages.
- **Chapter 8C, Recycled Water Use**: The purpose of this chapter is to establish procedures, specifications, and limitations on the development and operation of recycled water facilities and systems within Ontario's service area and adopt rules and regulations controlling such use. The section includes rates, fees, charges, and deposits for obtaining recycled water service.

Inland Empire Utilities Agency
The Inland Empire Utilities Agency (IEUA) maintains a regularly updated Sewer System Management Plan. The Plan accesses existing infrastructure to plan for infrastructure development required for future buildout due to growing demands for treatment, conveyance, and delivery of treated water.

19.2 Existing Conditions

Water and Wastewater
Within City Limits, wastewater treatment and water services are provided by IEUA. Notable water and wastewater facilities are 24-inch recycled water mains owned and operated by Inland Empire Utilities Agency along 4th Street and traversing north south parallel to the Cucamonga Channel.

Water demands have risen steadily due to the implementation of The Ontario Plan and growth experienced within City Limits, the IEUA in conjunction with the City of Ontario are working towards expanding the recycled water infrastructure pursuant to Ontario's Recycled Water Master Plan, The Ontario Plan, and Municipal Code water supply and conversation measures.

Storm Drainage System
Ontario maintains storm drains throughout Ontario. Storm drain facilities within the Euclid Avenue and E. Riverside Drive Right-of-Way include curb and gutter, underground pipelines, catch basins and inlets.

Solid Waste Collection
Ontario provides its own solid waste collection via the Integrated Waste Department of OMUC. Recycling and green waste are taken to the West Valley Materials Facilities in Fontana; while, waste is taken to either Badlands Sanitary Landfill, located in Moreno Valley approximately 35 miles east, or El Sobrante Landfill, located in Corona approximately 23 miles southeast.

19.3 Project Impacts

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

DISCUSSION OF EFFECTS:
Less than Significant Impact. The Project is being designed to avoid direct impacts on existing utilities. Prior to start of construction, locations of existing utilities will be verified in the field, so construction will avoid direct impacts to existing utilities; therefore, relocation of existing utilities will not be required for the proposed Project. The Project will temporarily disconnect fixtures within the APE from Ontario's potable water system, install recycled water pipeline, new connections and laterals within existing parks and open space and will not require new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities. The Project will reconnect water fountains within the APE to Ontario's existing potable water system pursuant to mitigation measure **MM UTL-02: Reconnection of Water Fountains.** Upon completion of construction, Ontario shall verify that all water fountains within the Project footprint are reconnected to Ontario's potable water system. Significant impacts on water service will not occur.

MITIGATION:
MM UTL-02: Reconnection of Water Fountains.

b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?

DISCUSSION OF EFFECTS:
No Impact. The Project will make more water available for urban uses and does not propose improvements that would increase population or density or generation additional demand on water supplies; it is proposed for irrigation of existing parks and open space with recycled water. Plans for the Project indicate Project consistency with the of Ontario's Recycled Water Master Plan; it will improve Ontario's recycled water infrastructure to facilitate planned future buildout of The Ontario Plan Land Use Map and Recycled Water Master Plan. The Project will extend Ontario's recycled water distribution pipes to connect to IEUA's existing recycled water mains along Euclid Avenue at 4th street and in E. Riverside Drive to serve the Downtown District and Euclid Avenue Historic District as well as existing parks and open space north of E. Riverside Drive.

As a result, no impacts are foreseen, as the Project is not anticipated to substantially impact water supplies. The Project will increase the availability of recycled water and will make more potable water available in the foreseeable future development during normal and multiple dry years. No Mitigation Measures are needed.

MITIGATION:
None required.

c) Result in a determination by the wastewater treatment provider, which serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand in addition to the provider's existing commitments?

DISCUSSION OF EFFECTS:
No Impact. Wastewater flows are treated by IEUA Recycling Plant #1 (RP-1), which as a treatment capacity of 44 MGD, and Recycling Plant #2 (RP-2), which has a treatment capacity of 16.3 MGD These facilities treat wastewater on a large-scale and also convey water to Los Angeles Sanitation District for treatment and disposal; if treated to drinking water standards, it is considered suitable for distribution and use for landscape irrigation and industrial users (Ontario GP EIR, 2022). Within the APE for the Project along W. F Street, N. Vine Avenue, W. Flora Street, E. B Street, E. C Street, and E. Riverside Drive, 12-inch to 24-inch gravity mains are located within the public-Right-of-Way.

The Project will not generate wastewater for treatment at IEUA Recycling Plants #1 and #2. IEUA would not experience increased capacity due to Project activities. Therefore, changes to the facilities existing commitments are not anticipated from construction and long-term operation of the Project. No impacts are anticipated, and Mitigation Measures are not required for the Project.

MITIGATION:
None required.

d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

DISCUSSION OF EFFECTS:
Less than Significant Impact. The California Integrated Waste Management Board (CIWMB) oversees, manages, and tracks waste generated within California. Assembly Bill (AB) 939 and Senate Bill 1322 shaped the CIWMB and require that all California cities and counties implement programs to reduce, recycle, and compost at least 50 percent of wastes by 2000 (PRC Section 41780). To remain compliant with CIWMB, cities and counties track diverted waste by counting the materials disposed at landfills and subtracting from the base-year amount.

The Project does not propose to increase population or density. Therefore, Project implementation will not permanently increase waste management services or require approval of a revised or new Waste Management and Recycling Plan beyond what has already been evaluated in the approved The Ontario Plan and certified GP EIR. The Project will install new infrastructure and may result in disposal of some debris during construction. As a result, the contractor must comply with Assembly Bill 939 by diverting and recycling waste. The contract will also implement good housekeeping practices according to the California Stormwater BMPs Handbook pursuant to Standard Condition **SC UTL-01: Waste Management Plan** for the Project, which will include temporary lidded bin for collection, disposal, recycling, and transport of construction waste.

Upon completion of construction, no additional waste would result from Project implementation; regular disposal agreements/ methods are not required. During Project construction Standard Condition **SC UTL-01:**

Waste Management Plan will be implemented to prevent minimize impacts throughout Project construction. No Mitigation Measures are needed.

MITIGATION:
None required. However, the following Standard Condition applies: **SC UTL-01: Waste Management Plan.**

e) ***Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?***

DISCUSSION OF EFFECTS:
No Impact. The Project will not increase solid waste production over the long-term, since the Project does not propose to increase population or construct new development. The proposed extension of Ontario's recycled water system will facilitate sustainable water use, implement water conservation, and enhance reliability of water services for Ontario's consumer base. Therefore, no impacts are anticipated, and no Mitigation Measures are required.

MITIGATION:
None required.

20. WILDFIRE

20.1 Regulatory Compliance

2019 CEQA Guidelines

In 2019, CEQA Guidelines were amended to address the need to evaluate wildfire impacts since it has worsened in recent history. While wildfires have been prevalent throughout California's history, more acres of California have burned in the past decade than in the previous 90 years (CALFIRE, Top 20 Largest California Wildfires 2022). Wildfires typically result from human activities, downed powerlines, electrical sources, residential development and industrial facilities" (CA Attorney General 2022). As development expands, residential development has the potential to expand into wildland-urban interfaces. Approximately one-third of California's housing units are currently located within these areas (CA Attorney General 2022). As a result of the increased wildfire risks within the state of California, CEQA recognizes best practices to disclose, analyze, and mitigate wildfire impacts can be found within local jurisdictions by utilizing general plan documents.

CALFIRE Fire Hazard Severity Zones

The CALFIRE Hazard Severity Zone (FHSZs) is "a mapped area that designates zones (based on factors such as fuel, slope, and fire weather) with varying degrees of fire hazard" (CALFIRE 2022). CALFIRE released a FHSZ Viewer that identifies areas where wildfires are prone to occur (CALFIRE FHSZ Viewer, 2022). The utilization of this tool is meant to limit wildfire damage in preliminary phases of planning to mitigate and prevent activities or land uses that would cause greater risk for a wildfire. According to CALFIRE's FHSZ Viewer, the Project is not within designated Fire Hazard Severity Zones (CALFIRE FHSZ Viewer). The closest lands that are categorized as such are east and west of the Project Location, approximately 15 and 18 miles from the Project, outside of City Limits.

20.2 Existing Conditions

The Project is in a completely urbanized area. Land use surrounding the Project are on an east-west/north-south street grid and primarily consist of public facilities, mixed-use, and low to medium density residential land use along the Euclid Avenue corridor and within the Downtown District near James R. Bryant Park, west of Euclid Avenue; agriculture is found south of E. Riverside Drive. The existing street grid provides ample access alternatives for fire response throughout Ontario. According to CALFIRE's FHSZ Viewer, the Project is not within designated Fire Hazard Severity Zones (CALFIRE FHSZ Viewer). The closest lands that are categorized as such are north and south of the Project Location, approximately 15 and 18 miles from E. Holt Boulevard and Euclid Avenue.

The Project is within an area that is served by Ontario Fire Department (Station 3 & 6). Station 3 is located at 1408 E. Francis St, Ontario, CA 91761, approximately 3.3 miles southeast from the E. Holt Boulevard and Euclid Avenue intersection. Station 6 is located at 2931 E Philadelphia St, Ontario, CA 91761, approximately 1.9 miles northeast of the E. Riverside Drive and Cucamonga Creek (See **Figure 2: Local Vicinity Map**). Reference *Section 9. Hazards and Hazardous Materials: Existing Conditions* for additional information regarding emergency response and Station personnel/ equipment.

20.3 Project Impacts

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. Reference 5.20.2- Existing Conditions. The Project is primarily within the Euclid Avenue ROW; W. F Street; N. Vine Avenue; W. Flora Street; E. B Street; E. C Street; and E. Riverside Drive. According to Ontario's GP EIR, Euclid Avenue and E. Riverside Drive are designated

evacuation routes. As mentioned within Section 9. Hazards and Hazardous Waste, Discussion of Effects e), the Project will implement a traffic control plan pursuant to Mitigation Measure **MM TRAF-01: Traffic Control Plan** to ensure emergency access and safety throughout construction activities are maintained.

The Project will not involve significant impacts to evacuation routes and emergency response plans within vulnerable, fire-prone areas and will require no additional or unique emergency response services. Use of heavy equipment and trucks within the APE will involve use of traffic control and detours in areas of active construction to reduce impacts on evacuation routes and emergency access within Ontario's circulation system to less than significant levels. To mitigate significant impairments to the local roadways and evacuation routes, the Project will implement a traffic control plan pursuant to Mitigation Measure **MM TRAF-01: Traffic Control Plan**. The proposed traffic control plan will be reviewed and approved by the City departments including the Fire Department to verify that City standards will be met for emergency and fire response. Active Project construction will involve 60 to 80 linear foot segments each day and will be restored with temporary backfill or trench plates at the end of each day.

The contractor will be required to establish a Hazards and Hazardous Materials Manifest and Plan pursuant to **MM HAZ-02** to reduce risk and hazards in construction areas. In the event of an emergency, fire stations closest to the Project will assist in providing response and may assist with evacuation during disasters. See Section 20.2-Existing Conditions for more information. As a result of the reasons above, the Project will implement Project Mitigation Measures **MM HAZ-02: Hazards and Hazardous Materials Manifest and Plan** and **MM TRAF-01: Traffic Control Plan** during Project construction to reduce impacts to a less than significant level.

MITIGATION:
MM TRAF-01: Traffic Control Plan.
MM HAZ-02: Hazards and Hazardous Materials Manifest and Plan.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

DISCUSSION OF EFFECTS:
Less than Significant Impact. See Discussion of Effects 5.20.3, a). The Project is within an urbanized area and not within a CALFIRE Fire Hazard Severity Zone. The APE for the Project has similar slope, prevailing winds and other features that are found throughout the Local Vicinity and downtown Ontario. The Project does not propose development that will result in additional permanent occupancy within the APE. The Project will temporarily increase daytime population within active areas of construction. Construction activities are required to comply with CalOSHA and City standards for safety and will reduce risks to less than significant levels.

As a result, the impacts due to slope, prevailing winds, and other factors related to wildfire are less than significant.

MITIGATION:
None required.

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?

DISCUSSION OF EFFECTS:
Less than Significant Impact. The Project will be implemented within the existing City ROW, in an area that is fully developed and served by existing utilities and access from a developed street grid. The Project will construct new mains and laterals as well as repurpose some existing laterals within an urbanized locations that are

currently served by many existing utility lines; therefore, the Project will not install infrastructure that will require additional maintenance or exacerbate fire risk either temporarily or permanently resulting in ongoing impacts to the environment.

For the reasons above, implementation of the Project will not exceed what has already been considered and approved by certified GP EIR, the Project will not result in additional impacts due to Project implementation.

MITIGATION:
None required.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

DISCUSSION OF EFFECTS:
No Impact. See Discussion of Effects 5.20.3, a) through c). According to CALFIRE's Fire Hazard Safety Zone Map, the area is designated as Local Responsibility exhibiting no high-moderate fire hazards. The Project is not located in an area with slopes or other unique features that are associated with elevated risk from post-fire flooding and landslides due to wildfire. The Project is in an urbanized environment with gently sloping terrain. Existing land use and the plans for infrastructure proposed with the Project indicate compliance with Ontario's Municipal Code and will be verified during the standard application of Ontario's plan check and inspection processes during construction.

For these reasons, impacts are less than significant. No Mitigation Measures are needed.

MITIGATION:
None required.

21. MANDATORY FINDINGS OF SIGNIFICANCE

21.1 Project Impacts

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?

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. The Project is consistent with the scope, assumptions and conclusions for recycled water distribution and use in the Ontario Plan and WMP; it will not have significant impacts beyond what have been identified in the certified GP EIR and previously certified IS/MND SCH# 2016081019 in this regard. Due to the scope of the Project construction (60 to 80 LF of construction daily), location within an existing developed ROW (paved streets open space, and parks) and required implementation of Engineering Standards and conditions by the City of Ontario as well as implementation of mitigation measures for the Project pursuant to the MMRP, substantial degradation of major periods of California history or prehistory, environmental quality, habitat, wildlife populations, plants or animals would not result either directly or indirectly with the implementation of the MMRP.

The Project will implement mitigation measures to protect nesting birds, Euclid Avenue CDF, historical structures, and Heritage trees: Implementation of **MM AES-01 through MM AES-07,** biological resources (MM BIO-01: Preconstruction Nesting Bird Clearance Survey and **MM BIO-01: Preconstruction Nesting Bird Clearance Survey** will result in less than significant impacts with mitigation.

Project impacts on air quality, water quality that could impact the environment and indirectly impact wildlife and plants, will be reduced to less than significant levels with the implementation of measures listed in the MMRP, to reduce indirect impacts from emissions of dust, pollution, and hazardous materials and potential for emergencies during construction: **MM HAZ-01: Coordination with Local School District and MM HAZ-02: Hazardous Materials Manifest and Plan; MM HYDRO-01: SWPPP and MM HYDRO-02: Limitation on Construction During Storm Events, BMP NOI-01: Construction Equipment and MM NOI-01: Construction Noise; MM PUB-01: Coordination with Local Agencies and Neighborhoods; MM TRAF-01: Traffic Control Plan (TCP); and SC UTL-01: Waste Management Plan**. The Project will implement Tribal mitigation measures **MM TCR-01 through TCR-03** and **MM CUL-04: Human Remains and Funerary Objects** resulting in less than significant impacts on Tribal Cultural Resources and PALEO-01 resulting in less than significant impacts on paleontological resources.

Project impacts on the Euclid Avenue Historic Property will be reduced to less than significant levels with the implementation of mitigation measures **MM AES-01 through MM AES-07 and CUL-01 through CUL-06**, which require monitoring by the City's Archaeologist meeting SOIS standards.

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.)

DISCUSSION OF EFFECTS:

Less than Significant with Mitigation Incorporated. The Project was considered in the analysis for the approved GP, The Ontario Plan and certified GP EIR, and would not result in impacts that exceed what was previously identified in these documents. Ongoing operations and maintenance for the Project would not differ materially from what is now occurring. Therefore, the Project will not result in cumulative impacts beyond what was

previously reviewed and evaluated in the 2050 Ontario GP EIR and Recycled Water Master Plan. The Project will implement mitigation measures to reduce short-term, temporary construction impacts to less than significant levels.

Potentially significant short-term, temporary construction impacts have been identified for ten resources in the Project vicinity: aesthetics, agricultural resources, biological resources, cultural resources, geology and soils, hazardous materials, hydrology, transportation, and Tribal resources. Project impacts will be reduced to less than significant levels with the implementation of recommended mitigation measures for the Project: aesthetics (**MM AES-01 through MM AES-07 (for protection of CDF and Trees), MM BIO-01: Preconstruction Nesting Bird Clearance Survey), cultural resources (MM CUL-01 through MM CUL-06, hazardous materials (MM HAZ-01: Coordination with Local School District and MM HAZ-02: Hazardous Materials Manifest and Plan), hydrology (MM HYDRO-01: SWPPP and MM HYDRO-02: Limitation on Construction During Storm Events), transportation and wildfire (MM TRAF-01: Traffic Control Plan (TCP))**.

For the reasons stated above, the Project does not have the potential to result in cumulatively considerable impacts.

c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

DISCUSSION OF EFFECTS:

Less Than Significant with Mitigation Incorporated. The analysis in this report indicates that the planned extension of Ontario's recycled water distribution system will not result in permanent environmental impacts beyond what was previously analyzed in SCH# 2016081019 (ONT, 2016). Therefore, Project implementation, with the incorporation of mitigation measures will not cause permanent, long-term substantial adverse effects on human beings either directly or indirectly. The Project is proposed to support approved planned growth within Ontario and the long-term maintenance of parks and an important historical resource associated with the Euclid Avenue Historic Property and surrounding historic areas. Short-term, temporary Project impacts during construction could result from increased level of activity, proposed construction activities, and use of potentially hazardous materials during construction. Potentially significant short-term, temporary impacts will be reduced to less than significant levels with the implementation of mitigation measures listed in this document and in the MMRP for the Project, which are summarized as follows: **MM GEO-01 through MM GEO-06** (for geology and soils stability), **MM HAZ-01, MM HAZ-02** (hazards and hazardous materials manifest and plan), **MM TRAF-01 (traffic control), TRAF-02** (encroachment permit) **MM PUB-01** (coordination with schools, local agencies, and neighborhoods), **MM HYDRO-01** (storm water pollution and prevention plan), **MM HYDRO-2** (limitation on construction during storm events), **BMP NOI-01 and MM NOI** (construction noise management), **SC UTL-01** (waste management) and **MM UTL-02** (reconnection of water fountains).

EARLIER ANALYSIS

(Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or Mitigated/Negative Declaration. Section 15063(c)(3)(D)):

1) Earlier Analyzes Used. Identify earlier analyzes used and state where they are available for review. See Section

   a) The Ontario Plan Environmental Impact Report
   b) The Ontario Plan
   c) City of Ontario Zoning
   d) City of Ontario Development Code
   e) Community Climate Action Plan
   f) City's approved Recycled Water Master Plan (SCH# 2016081019)

All documents listed above are on file with the City of Ontario Planning Department, 303 East B Street, Ontario, California 91764, (909) 395-2436.

MITIGATION MEASURES

AESTHETICS

MM AES-01: Certified Arborist-Activities for City's Certified Arborist. Prior and throughout construction, City of Ontario shall verify that the following activities are performed for preservation/protection of trees:

A. **Hire Certified Arborist.** Prior to the start of construction, the City of Ontario shall hire an ISA Certified/ ASCA consulting arborist to evaluate trees affected by construction activities.

B. **Evaluation of Declining Trees with Elevated Risk.** Prior to construction, City of Ontario's certified arborist shall individually evaluate the 163 trees that are in decline due to poor prognosis/ location, risks of failure, or defects where they pose as a liability and shall conduct field marking and install barriers for tree protection per **MM AES-02: Tree Protection During Construction** (CalPacific 2024).

C. **Construction Monitoring.** Daily throughout construction, the City's ISA Certified/ ASCA consulting arborist shall determine whether trees shall be protected in place with ongoing monitoring or removed. The City's Certified Arborist shall also monitor contractor's maintenance and initial placement of barriers to protect trees outlined in **MM AES-02: Tree Protection During Construction** (CalPacific 2024). Barrier maintenance shall be verified by the City through inspections and contractor recordkeeping during construction. Monitoring at a minimum should include: TPZ/PRZ in Segments 1, 2, and 6 within northbound (NB) Euclid Ave: North of E. G Street, between E. E Street to E. F Street and, between E. B St to E. Holt Blvd. Along E. Riverside Blvd, and near the intersections of E. Riverside Blvd at S. Baker Avenue and at S. Sultana Avenue.

D. **Ongoing Tree Monitoring.** For trees that were preserved and replaced during Project construction, the City's ISA Certified/ ASCA consulting arborist shall conduct Level 3 arborist studies, which involve 3- year monitoring, record keeping, and compliance verification by the City's Planning Department.

MM AES-02: Tree Protection During Construction: Throughout construction, the contractor shall verify that the following measures are implemented to establish a protected radius encircling each tree along the construction alignment. All parts of each tree, including the roots, canopies, trunks, and tree branches, shall be protected. The protected area is referred to as the Protected Root Zone/Tree Protection Zone (TPZ/PRZ)[14]. Contractor compliance with required tree protection in the TPZ/RPZ shall be monitored and verified for compliance with this mitigation measure by the City's Certified Arborist and verified by the City during construction inspections for the Project in City Right-of-Way and on private property within landscaped areas and hardscape:

A. Fencing or Suitable Alternative Barrier for Existing Tree Protection: Existing trees shall be identified and preserved with protective fencing or suitable alternative to form a TPZ/PRZ encircling the outermost edge of the tree canopy to protect tree roots growing typically within the top 18-inch to 24-inch of the soil. The TPZ/PRZ is defined by measuring "critical root radius" and is more accurate than the dripline for determining the effective protection of trees. To calculate critical root radius, measure the tree's diameter (dB) 4.5 feet above the ground, measured in inches. For each diameter inch, 1 to 1.5 feet of TPZ/PRZ is required for critical root radius protection. For a trees diameter at breast height (dbh) of 10 inches, a PRZ/TPZ of 10 to 15 feet is required (City of Ontario Development Code, Revised 20151201).

B. Soil Compaction: Throughout construction the contractor shall verify that soil and roots in the PRZ/TPZ are protected from compaction with a layer of geotextile fabric and 6 inches of crushed gravel in landscape areas that may be used for driveways, storage or parking.

C. Mulching Prior to Construction: The contractor shall apply a 4"-6" layer of mulch in the PRZ/TPZ, 1 foot

[14] A Protected Root Zone/Tree Protection Zone (PRZ/TPZ) is defined by a Certified Arborist and marks the roots and soil within the tree's critical root zone. The terms TPZ and PRZ have the same meaning.

away from the trunk, before construction begins pursuant to specifications on the approved Plans and Specifications for the Project.

D. Construction within the PRZ/TPZ: Where work is proposed to occur within and in the vicinity of the PRZ/TPZ, the contractor and City's Certified Arborist shall verify that trees are identified and preserved with protective fencing or suitable alternative barrier to within a 10-foot radius of the trunk or as directed by the City's Certified Arborist. Work within the PRZ/TPZ shall be monitored for compliance with the Plans and Specifications for the Project by the City's Certified Arborist. A record of compliance shall be retained at the construction trailer by the Contractor. Protective barriers shall be installed under supervision of the City's Certified Arborist prior to any earthwork and barriers shall remain until construction is complete, or until adjacent construction activity no longer threatens tree health. Fencing shall be three to four feet in height and installed at the outermost edge of the PRZ/TPZ or 10- foot radius, whichever is greater. The temporary fencing shall be chain link fencing or other City approved durable material (e.g. snow fencing). Signs stating "Tree Protection Zone – Keep Out" shall be posted either on the fence or stakes. See Appendix C, Figure 3 a- d & Figure 4 a-c. (City of Ontario Development Code, Revised 20151201).

iv. **Equipment**- No construction or staging equipment is allowed within the PRZ/TPZ including use/transport of heavy equipment that will compact and damage the roots.

v. **Trash-** No disposal of construction materials or products including paint, plaster or chemical solutions are allowed in the PRZ/TPZ.

vi. **Fill-** Natural or preconstruction grade shall be maintained within the PRZ/TPZ. At no time shall soil be in contact with the tree trunk above the root flare.

iv. **Irrigation-** The PRZ/TPZ should be irrigated sufficiently with clean water to keep the tree in good health and vigor before, during, and after construction. Watering should be coordinated with the contractor pursuant to the recommendations of the City's Certified Arborist and deep watering may be necessary on a weekly basis. The depth of irrigation to roots shall be verified on a regular basis during monitoring by the City's Certified Arborist and during City inspections.

v. **Earthwork within the PRZ/TPZ-** Either an air spade and/or hand tools shall be used by the contractor as directed and supervised by the City's Certified Arborist.

E. Trench Lines: The contractor's trench Lines shall avoid the PRZ/TPZ to the greatest extent feasible. If utilities are present within the PRZ/TPZ, trenches shall be re-routed or bored under trees at a minimum of 36-inches deep, as monitored by the City's Certified Arborist and verified through City inspections.

F. Root Cutting: During root cutting, exposed major roots greater than 2 inches in diameter or within 5 feet of the trunk) shall not be ripped by construction equipment. Instead, they shall be cut cleanly, if possible, back to a lateral branching root. Cuts shall be clean and made at right angles to the roots and made by the contractor under supervision of the City's Certified Arborist.

G. Pruning: Pruning for clearance by the contractor, if needed, shall be done to prevent damaging branches with large equipment. All above ground pruning shall be in accordance with Tree Pruning Guidelines (International Society of Arboriculture) and/or the ANSI A300 Pruning Standard (American National Standard for Tree Care Operations) per the most recent edition of ANSI Z133.1 and as supervised by the City's certified arborist and verified through City inspections, as follows:

i. **Private Trees-** Prune any limbs or tree structures that would compromise the safety of workers under the tree during construction activity; this should be done at the discretion of the contractor and upon approval of the homeowner.

ii. **Bracing-** If needed, use guy wires and other effective bracing methods to secure trees.

iii. **Hand Tools/Air Spade-** Expose roots for trimming with hand tools or an air spade as required/supervised by the City's Certified Arborist. Contractor shall not use large construction machinery such as a backhoe or excavator.

iv. **Root Pruning-** Under Certified Arborist supervision, contractor shall hand-prune all necessary root structures less than 2 inches with sharp loppers or hand pruners and with a pruning saw or other similar

tool for larger roots. Disinfect the pruners and other cutting tools between trees to avoid disease contamination. Isopropyl alcohol (70%) is effective to clean the tools. The further away from the tree that the roots can be cut, the better it is.

v. **Backfill-** Backfill to assure stability of each tree leaving bracing in place at the direction of the City's Certified Arborist and pursuant to Plans Specifications and notes on the approved landscape plan as verified through City inspections. (Based on recommendations from CalPacific Arborist Report, 2024).

vi. **Post Earthwork Requirement-** The contractor shall apply absorbent tarp or heavy cloth fabric overlain by compost or wood chip mulch to cover new grade cuts or as directed by the City's Certified Arborist and verified by the City through inspections.

vii. **Post Construction Grades**- Contractor shall return and maintain surfaces to natural or preconstruction grade within the PRZ/TPZ. Implementation shall be verified through City inspections.

H. Pruning Cuts: The Contractor and City's Certified Arborist shall verify pruning cuts or damaged bark is cut clean to heal. No tree seal or paint shall be used after pruning.

I. Critical Root Zone Monitoring by Certified Arborist: The City's Certified Arborist shall monitor during construction for tree stability and health in areas where more than 33% of the root zone is impacted, if cut roots have a diameter greater than 2 inches, or if roots cuts within 5 feet of the trunk are needed. Cuts should be clean and at right angles to the roots and cut back to the branching lateral. Monitoring records of cutting shall be kept on file at the construction trailer by the contractor. See MM AES-01.

J. PRZ/TPZ Monitoring during Construction- Construction precautions employed under supervision of the City's Certified Arborist to protect sensitive root zones from undue soil compaction shall be maintained by the contractor throughout construction. Staging shall be limited to areas outside of PRZ/TPZ's without specific authorization from the City's Certified Arborist. Certified Arborist monitoring throughout construction within the PRZ/TPZ is required and shall be verified by the City of Ontario and Contractor through a written log and daily record keeping available for review at the construction trailer during construction inspections.

K. Irrigation- The PRZ/TPZ shall be irrigated according to the current City irrigation regime to avoid additional stress on the trees. The City's Arborist shall be notified by the contractor of installation of new and modified irrigation components; these areas shall be monitored by the City's Certified Arborist within the PRZ/TPZ and verified through City inspections.

L. Fencing Maintenance- In areas where protective fencing is installed for trees City inspections shall verify that the Contractor and City's Arborist conduct daily inspections and take corrective action to verify correct placement and effectiveness of protective fencing or equivalent barriers.

i. Protective fencing or an equivalent barrier should be placed at the outer edge of the PRZ/TPZ under the supervision of the City's Certified Arborist. The contractor shall be responsible for monitoring the appropriate maintenance of the fence throughout construction as verified by City's Certified Arborist and inspectors.

ii. Protective fencing or an equivalent barrier must be established and maintained by the contractor and verified by the City's Arborist and through City inspections so that barriers are visible and structurally sound enough to deter construction equipment, foot traffic, and the storing of equipment under tree canopies.

iii. Signs notifying sub-contractors and construction crews of the fines for dumping should be maintained on fencing/barriers around trees by the contractor and verified through City Arborist monitoring and City inspections. Oil from construction equipment, cement, concrete washout, acid washes, paint, and solvents are toxic to tree roots and are not allowed in the PRZ/TPZ. (Based on recommendations from CalPacific Arborist Report, 2024).

MM AES-03: Tunneling: Prior to the finalization of Project plans, the City of Ontario Utilities Department shall verify that tunneling for the proposed utility lines occurs at a depth of three-foot or greater grade under trees where impacts may occur to their structural root systems. It is imperative that structural roots (and any

residual taproot (depending on species) be preserved within the Critical Root Zone (CRZ), which is the area immediately adjacent to the trunk where roots essential for tree health and stability are located. Tunneling within the CRZ must be avoided. The table below shows the recommended placement of entrance and exit pits (according to ISA BMPs) for a tunneling auger and machinery within the PRZ/TPZ to protect CRZ. Avoid any trenching within the PRZ/TPZ plus four radial feet. Any trenching in the vicinity of a tree should be setback radially.

Recommended Tree Face- Auger Distance

Tree Diameter (DBH) *Inches*	Minimum Offset Distance from Trunk Face *Feet*	Minimum Length of Bore Hole *Inches*
2	1	2
3	2	3
5	5	5
10	8	10
15	12	15
20	15	20

Source: Managing Trees During Construction, Second Edition- Best Management Practices, Fite et al, 2016.
(Based on recommendations from CalPacific Arborist Report, 2024)

MM AES-04: Hydro Excavation: If it is not possible to operate outside of the PRZ/TPZ and tunneling is not a feasible alternative, the City's Certified Arborist must be consulted to assess and monitor the conditions and identify methods that will minimize impact to trees. Minimally invasive hydro-vac or hydro-excavation is a technique that may be used under supervision of the City's Certified Arborist's to strategically and carefully remove soil within the root zone without significantly damaging the root tissue. This technique uses high pressure air or water to clear a pathway for utilities routed within the root zone, but it must be used by a carefully trained and proficient crew.

MM AES-05: Tree and Landscaping Replacement Plan: Prior to the start of construction, the City of Ontario Utilities Department shall verify and approve the Plans, Specifications and Estimates for the Project, including a tree and landscaping replacement plan for the entire Project that is prepared by a licensed landscape architect, horticulturalist, certified arborist, or other related professional. The landscape plan shall be reviewed and approved by the City's Historical Preservation Subcommittee and the City Planning Department and implemented throughout construction by the contractor as verified by the City through City Arborist monitoring and city inspections. The landscaping plan implementation shall comply with the Euclid Avenue Historic Property Treatment and Management Plan (HPTMP) for protection of CDF[16] trees (see **MM CUL-06**), City Landscape Development Guidelines for water conservation and recycled water irrigation systems, and the Tree Ordinance for tree removal/replacements. The Tree and Landscaping Plan shall include:

A. Public Notice for Tree Removal. Prior to the removal of any trees the residents shall be notified by the City of Ontario if their trees have been preliminarily assessed as being in poor condition (health, stature, location, risk, etc.). The notification shall include the following.

Resident:

"As part of our efforts to improve the existing utilities in your area, a certified arborist has evaluated the trees in the vicinity of your property. You may have noticed a small aluminum tag affixed to several trees on or near your property. Your tree has been determined to possess a condition (poor health, stature, location, etc.) that warrants additional evaluation. It is highly recommended that you consider asking a local arborist certified

[16] The Euclid Avenue Historic Property Treatment and Management Plan (HPTMP) lists of Character Defining Features (CDF) for Euclid Avenue. CDF must be protected in place or restored under supervision of the City's Archaeologist

by the International Society of Arboriculture (ISA) to evaluate your tree. Please consider accessing the ISA website at h1ps://www.isa-arbor.com." (Based on recommendations from CalPacific Arborist Report, 2024).

B. **Tree Replacement and Landscaping Replacement:** If death to any landscaping or tree occurs during construction or within the three-year post-construction monitoring period, replacement shall occur within a timely manner, or immediately as described in sections i., ii., and iii below. The damage or removal of any Heritage Tree or CDF tree (see **MM CUL-06**) that are protected pursuant to the City's Development Code, or encroachment into a PRZ/TPZ or CRZ, shall require an evaluation by the City's Certified Arborist as to the resulting condition, prescribed treatment to repair the damage, tree replacement if removed, and monetary value of the tree if removed or damaged beyond repair.
C. **Replacement of Heritage Trees and Landscaping-**Healthy Heritage Trees that are approved for removal shall be replaced at a ratio of 2:1 except within HPTMP boundaries. (Tree and Landscape Restoration within the HPTMP shall be 1:1 and is described in **MM CUL-06: Historic Restoration**). Non-status trees may be mitigated at a 1:1 ratio with quality, locally grown nursery stock comprised of a mix of 24-in boxed and 15-gallon specimens so that the total size of replacements are equal to removed trees. In addition, the Planning Department has an approved list of tree species that must be considered, however with Heritage Trees, a like-kind species must be considered. Replacement tree maintenance shall follow recommendations for soil amendments, linear root barriers, backfill, and irrigation as shown on the approved landscape plans for the Project. Implementation of all recommended parameters are to be implemented at the discretion of the Planning Director. (Based on recommendations from CalPacific Arborist Report, 2024).

MM AES-06: Protection in Place and Construction Monitoring for CDF and Historic Structures: During construction, the City of Ontario, Utilities Department shall provide construction monitoring by the City's Archaeologist (who meets the Secretary of Interior's Standards for education and experience) and a geotechnical engineer licensed to work in California. Monitoring shall be provided for earthwork, pipeline construction, connections within the Euclid Avenue parkway and median, and irrigation system modifications, throughout the Project Alignment, and within 25 feet of any CDF. This work is further detailed in **MM CUL-01 through MM CUL-06.**

MM AES-07: Permanent Above-grade Equipment: Prior to the start of construction, the City of Ontario Utilities Department shall verify that all above grade related equipment shall be screened from public view by any combination of non-reflective paint to match surrounding area, collocation on existing light fixtures or poles, and/or through a stealth design.

AIR QUALITY

AQ-01: Fugitive Dust Control: City of Ontario Utilities Department shall verify that the following measures shall be incorporated into Project plans and specifications and implemented throughout construction:

A. High Winds- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.

B. Watering- The contractor shall verify that all disturbed areas within the Project are watered with complete coverage of disturbed areas at least two times a day, preferably in the mid-morning, afternoon, and after work is done for the day. Additional watering can be applied if fugitive dust is observed leaving the Project site.

C. Speed Limit- The contractor shall ensure that construction traffic speeds on the Project site are reduced to 10 miles per hour or less.

D. Idling- Plans, specifications and contract documents shall direct that a sign must be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes.

E. Equipment- During grading activity, all construction equipment greater than 150 horsepower shall be CARB Tier 3 Certified.

F. Paints- Only Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High-

Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used if painting occurs within the footprint of the Project.

G. **Track out-** Install and maintain track out control devices in effective condition at all access points where paved and unpaved access or travel routes intersect (e.g., Install wheel shakers, wheel washers, and limit site access.
H. **Stable Crust-** Reestablish stable surfaces on all roadways, driveways, sidewalks, etc., shall be completed after grading and earthwork, unless seeding or soil binders or covering is used in travel areas.
I. **Covered Truckloads-** When materials are transported off-site, all material truckloads shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
J. **Street Sweeping-** All streets shall be swept at least once daily using SCAQMD Rule 1186 certified street sweepers if visible soil materials are carried to adjacent streets.
K. **Dust Control-** The contractor or City's Utilities Department shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent dust offsite.
L. **Public Contact-** Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours.
M. **Materials/Stockpiles-** Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered as necessary to minimize fugitive dust.
N. **Electric Equipment-** Use electric construction equipment where technically feasible, i.e., a competent electronic version of the equipment is commercially available.

AQ-02: Exhaust Emissions Control: Equipment emissions shall be minimized by the contractor throughout construction with the following practices documented in the contractor's compliance log and verified by the City of Ontario during construction inspections.

A. **Equipment Maintenance-** Utilize well-tuned off-road construction equipment.
B. **Tier-3-** Establish a preference for contractors using Tier 3-rated or better heavy equipment.
C. **Idling-** Enforce 5-minute idling limits for both on-road trucks and off- road equipment.

BIOLOGICAL RESOURCES

MM HYDRO-01: SWPPP and **MM HYDRO-02: Limitation on Construction During Storm Events.** See Section 10. Hydrology and Water Quality for more information.

MM BIO-01: Preconstruction Bird Nesting Clearance Survey: Prior to construction, the City of Ontario shall retain a biologist to conduct preconstruction nesting surveys and establish buffers for active nests if needed. If construction occurs between February 1st and August 31st, the Contractor and City of Ontario shall schedule a pre-construction clearance survey for nesting birds within three (3) days of the start of mobilization, vegetation removal, tree work, or ground disturbance to ensure that no nesting birds will be disturbed during construction. The biologist shall provide a report of findings to the contractor and City.

A. **Retain a Qualified Biologist-** The City of Ontario shall retain a qualified biologist to conduct the clearance survey that should document a negative survey with a brief letter report indicating that no impacts to active avian nests will occur.
B. **Buffers for Active Nests-** If an active avian nest is discovered during the pre-construction clearance survey, construction activities should stay outside of a no-disturbance buffer. The size of the no-disturbance buffer will be determined by the City's Biologist and will depend on the level of noise and/or surrounding anthropogenic disturbances, line of sight between the nest and the construction activity, type and duration of construction activity, ambient noise, species habituation, and topographical barriers. These factors will be evaluated on a case-by-case basis when developing buffer distances.

Establishment of Buffers for Active Nests and Limits of Construction- Buffers will be established to avoid an active nest by the City's Biologist in the field with flagging, fencing, or other appropriate barriers; and construction personnel will be instructed on the sensitivity of nest areas. The City's Biologist should be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is

not adversely affected by the construction activity. Once the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, construction activities within the buffer area can occur.

CULTURAL RESOURCES

MM CUL-01: Archeological and Historical Monitoring (Modified from previously approved Mitigation Measures **PREV MM VI-03: Cultural Resources**).

A. Retain a Qualified Archaeological Monitor- Prior to mobilization, the City's qualified archaeological monitor meeting SOIS standards shall be retained by the City of Ontario for establishing protection buffers prior to construction and monitoring cultural resources throughout construction.

B. CDF Buffers - The City's archaeological monitor shall establish buffers for CDF structures and features prior to mobilization and the monitor shall observe all construction activities involving earthwork, staging, access, construction, and tree work within 20 feet of CDF structures and features. This includes materials deliveries, access, trenching, any tree work, and ground disturbance activities for pipe installations, irrigation system modifications, tree removal/replacements within 25 feet of any CDF features such as trees, masonry and granite curbs, scored sidewalks, and structures identified on Figures 2A and 2B.

C. CDF Structure Monitoring - CDF Structures that are to be protected in place, avoided, and monitored by the City's archaeologist throughout construction. The monitor shall have the authority to halt and redirect work if damage to CDF structures is detected and to recommend alternative construction methods to minimize impacts such as use of non-mechanized hand tools and hand digging. The following CDF structures are to be monitored during construction by the City:

- **i.** Bandstand (north of E. C Street);
- **ii.** Veterans Obelisk (north of E. B Street);
- **iii.** Mule Car (south of E. B Street);
- **iv.** Women's Temperance Union Drinking Fountain (north of E. C Street);
- **v.** Armstrong rose beds;
- **vi.** King Standard Lampposts and reconstructed lampposts (both referred to as vintage streetlights);
- **vii.** Granite and concrete curb and gutter; and,
- **viii.** Scored sidewalks in the parkways.

D. Buried Resources Monitoring – The City of Ontario shall provide monitors during all earthwork in native soil. The City of Ontario shall verify throughout construction that monitoring is carried out under the direct supervision of a cultural resources professional who meets the U.S. Secretary of the Interior's Professional Qualification Standards for archaeology. The monitor would be empowered to temporarily halt or redirect construction work in the vicinity of any find until the project archaeologist and Tribal representative can evaluate it. (See **MM TCR-01: Pre-contact Cultural Resources and MM TCR-02: Records and Documents**). In the event of a new find, salvage excavation and reporting would be required. Prehistoric or historic cultural materials that may be encountered during ground-disturbing activities include:

- **i.** Historic-period artifacts such as glass bottles and fragments, cans, nails, ceramic and pottery fragments, and other metal objects;
- **ii.** Historic-period structural or building foundations, walkways, cisterns, pipes, privies, and other structural elements;
- **iii.** Prehistoric flaked-stone artifacts and debitage (waste material), consisting of obsidian, basalt, and or cryptocrystalline silicates;
- **iv.** Groundstone artifacts, including mortars, pestles, and grinding slabs;

v. dark, greasy soil that may be associated with charcoal, ash, bone, shell, flaked stone, groundstone, and fire affected rocks; and

vi. Human remains and Funerary objects.

MMM CUL-02: Vibration Monitoring: Prior to approval of final improvement plans and specifications, the City Engineer or designated representative shall verify that the plans show both a 50-foot radius from trenches and a 100-foot radius between proposed driven shoring systems and historic era structures and resources (P-36-15982: Euclid Avenue; P-36-15983: Mule Car and railroad tracks; P-36-16417: San Bernadino-Sonora Road). During construction, the City's licensed geotechnical engineer for the Project will utilize these areas for vibration monitoring and settlement monitoring where plans show excavations will be deeper than 10 feet and the need for shoring is established or for work within the Project Alignment and adjacent to the Euclid Avenue center median.

MM CUL-03: Worker Environmental Awareness Training: The Ontario Utilities Department shall schedule and hold a worker environmental awareness (WEAP) training prior to contractor mobilization. The purpose of the training is to, alert field personnel to the possibility of buried prehistoric or historic cultural deposits, fossils, and CDF avoidance and protection as well as next steps if resources are encountered or damage occurs.

MM CUL-04: Human Remains and Funerary Objects. If human remains are encountered during any project activities, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC.

MM CUL-05: Protection and Restoration of Masonry and Structures. Prior to start of construction a contractor experienced in historical restorations shall be retained for the Project by the City for the purpose of restoring historic-age masonry (granite cobblestone curbs), curbs, gutters, and sidewalks, structures and CDFs that may be damaged during construction. Said restoration must be completed prior to issuance of certificate of completion to the contractor by the City.

A. Masonry and structures shall be avoided, protected in place, and preserved to the greatest extent feasible by the City's contractor during construction as follows:

i. **CDF Protection in Place.** Granite cobblestone curbs (defined as CDFs) must be protected in place throughout the entire Euclid Avenue median and within much of the Euclid Avenue parkway and in other parts of the downtown. Archaeological monitoring is required within 25 feet of these CDF. The City's monitors will have the authority to halt and redirect work if there are signs of damage to CDF.

ii. **CDF Avoidance (Off-site Storage and Reinstallation).** Construction activities should avoid granite cobblestone curbs where feasible. This involves establishment of buffers and avoidance or these CDF features can be carefully removed, stored/protected, and reinstalled by the Contractor under supervision of the City's monitoring archaeologist.

iii. **CDF Preservation and Restoration.** Where avoidance is not feasible, the overall design, spatial relationships, and visual character of the CDF and granite cobblestone curbs aligning the Euclid Avenue parkways [and throughout the downtown northern portion of the project alignment (See **Figure 2a and MM CUL-06**)] should be preserved and maintained to the greatest extent feasible or restored by the City's historical contractor:

a) Retain existing granite cobblestone and concrete curbs and historic-age sidewalks by creating

barriers/buffers between active construction or staging and these CDF features.

b) Carefully remove existing granite cobblestone and concrete curbs and historic-age sidewalks (CUL-05, a, ii) prior to construction and replace once construction is complete.

c) Repair damaged concrete by patching with new that duplicates the old in strength, composition, color, and texture.

d) Replace severely deteriorated or missing portions of granite cobblestone and concrete curbs in kind to match extant originals.

1. Replacement cobblestone curbs should be replaced consistently with a plan developed by the City.

2. When sections of modern concrete curb replace the original cobblestone curbs, these should be replaced with cobblestone curbs per the Euclid Avenue Historic Property Treatment and Maintenance Plan to re-establish historic continuity as much as possible.

3. Do not paint the existing historic cobblestone and concrete curbs; remove paint from such features as appropriate (Caltrans 2023:46).

MM CUL-06: Historic Restoration. Trees that are identified for removal with the project or that are incidentally damaged or die during the three- year monitoring period shall be replaced according to Mitigation Measures **MM AES-01 through AES-05**. Restorations shall adhere to the following guidance and input from the City's arborist and landscape architect for the Project regarding planting and care:

A. CDF Trees – CDF trees are any of the double row of pepper trees in the Euclid Avenue median, any silk oak trees in the Euclid Avenue Parkway, and any oaks planted in the parkway between Holt Boulevard and G Street. (Per the Euclid Avenue Historic Preservation, Treatment, and Maintenance Plan, individual severely damaged trees should be replaced in kind or with a species compatible with the historic character of the historic property). New trees of a compatible species can be planted to complete gaps in continuous tree rows to restore the original landscape design of the parkways and median and overall visual character of the Euclid Avenue historic property.

i. **Size -** 60-inch boxed replacement trees will be planted at a 1:1 ratio in compliance with the HPTMP.

ii. **Species -** Schinus molle (California pepper) shall be installed as replacement trees within the Euclid Avenue median. Grevillea robusta (silk oak) shall be installed as replacement trees in the Euclid Avenue parkway. Arbutus unedo (strawberry tree) shall be installed as replacement trees alongFlora Street. W. Flora Street.

iii. **Planting Methods –** Planting methods including staking, soil amendments, and backfill shall be field verified for consistency with approved landscape plans by the City's Arborist throughout construction.

iv. **Irrigation –** Irrigation shall be field verified for consistency with approved landscape plans by the City's Arborist throughout construction.

B. Heritage Trees – Preservation is the preferred method of mitigation for Heritage Trees. Where preservation is not feasible, Mitigation Measures MM AES-01 through AES-06 will be implemented. The following shall apply to trees of historic or cultural significance, or a tree of importance to the community due to any one of the following factors:

i. **Size–** Large or old trees located in the City, with a trunk diameter of 18 inches or greater, measured at 54 inches above natural grade; or

ii. **Association-** Historical significance due to association with an historic building, site, street, person, or event; or

iii. **Neighborhood Landmarks-** It is a defining landmark or significant outstanding feature of a neighborhood or district, or typical of early Ontario landscapes, including [i] Camphor Tree (Cinnamomum camphora), [ii] Cedrus deodara (deodar cedar), [iii] Platanus acerifolia, [iv] Quercus suber (cork oak), [v] Quercus ilex (holly oak), or [vi] Schinus molle (Peruvian pepper); or

iv. **Native Trees-** The term "Native Tree" means any one of the following California native tree species, which has a trunk diameter of more than 8 inches, measured at 54 inches above natural grade, including [i] Platanus racemosa (California Sycamore), [ii] Pinus torreyana (Torrey Pine), [iii] Quercus agrifolia (Coast Live Oak), [iv] Quercus engelmannii (Engelmann Oak), [v] Quercus lobata (Valley Oak), or [vi] Umbellularia californica (California Bay).

v. **Scored Sidewalks–** Scored sidewalks (defined as CDFs in the Euclid Avenue Historic Preservation, Treatment, and Maintenance Plan) are located throughout much of the Euclid Avenue parkway and in other parts of the downtown northern project area shown on Figure 2A and shall be avoided/protected in place with barriers or equivalent methods approved by the City's Archaeologist. The contractor's installation and maintenance of these barriers during staging, construction access, and throughout construction of recycled water laterals and connections between the new pipeline with existing infrastructure shall be monitored by the City's Archaeologist. Staging, access, and construction activities should avoid granite cobblestone curbs where feasible. Where avoidance is not feasible, the overall design, spatial relationships, and visual character of the scored concrete sidewalks along the Euclid Avenue parkways [and throughout the downtown portion of the Project as shown on Figure 2A] should be preserved and maintained to the greatest extent feasible, by implementing the following restorations:

a) **Sidewalk Widths -** Maintain existing sidewalk width.
b) **Scoring-** Retain extant sidewalks with historic scored concrete pattern throughout.
c) **Sidewalk Repairs-** Repair any damaged concrete by patching with new concrete that duplicates the old in strength, composition, color, and texture.
d) **Sidewalk Replacement -** severely deteriorated or missing portions of historic sidewalk in kind to match the extant historic concrete sidewalks in composition, color, and texture.
e) **Sidewalk Stamps-** New concrete sections that emulate the old should be stamped with the new date as to be compatible with but differentiated from the old, as to clearly be a record of its time and place as a later repair (Caltrans 2023: 47).
f) **Historic Sidewalk Stamps** – Existing sidewalk stamps shall be protected in place or carefully removed, stored, protected, and reinstalled post construction as monitored by the City's Archaeologist.

vii. Vintage Lighting– As defined CDFs in the Euclid Avenue HPTMP, vintage lighting located throughout much of the Euclid Avenue parkway and median shall be protected and avoided during construction. Impacts from staging, access, and the construction of recycled water laterals that tie new pipeline into existing infrastructure (conceptually depicted in Figure 2A and 2B) shall be avoided to the greatest extent feasible. Vintage lighting (King Standard lampposts, Cobra lampposts and replica lampposts surrounding the community bandstand) shall be retained. Appropriate treatment throughout construction, to be implemented by the contractor, within the portions of the downtown project alignment that contain vintage lighting are as follows:

a) Retaining the historic King Standard lampposts, Cobra lampposts and replica lampposts surrounding the community bandstand. These existing lampposts should be retained throughout.
b) Any damaged or deteriorated lampposts should be repaired and cleaned of corrosion as needed.
c) Replace broken or missing glass within the lanterns in kind.
d) For consistency, lampposts requiring replacement or new light post should conform to the standard plan developed by the City.
e) Where deterioration necessitates replacement, individual lampposts should be replaced in kind.
f) Where necessary to meet new safety requirements, compatible light fixtures should be added to the greatest extent feasible.

GEOLOGY AND SOILS

GEO-01: Uniform Building Code and California Building Code- The structural design and construction of new structures will be verified by the City of Ontario Utilities Department, prior to Project approval, to be in accordance with the requirements of the most recent Uniform Building Code (UBC) and California Building Code (CBC) including the latest supplements for Groundshaking Zone 4 as described in the 2001 California Building

Code Vol. 28 and all other applicable City, County, State and Federal laws, regulations and guidelines, at a minimum.

GEO-02: PREV MM VI-02: Performance Standards- The City of Ontario Utilities Department shall verify prior to Project approval that construction is designed in accordance with results to meet the following performance standard for Risk Class I & II, e.g., public facilities, as identified below:

A. Risk Class I & II, Structures Critically Needed after Disaster: Structures which are critically needed after a disaster include important utility centers, fire stations, police stations, emergency communication facilities, hospitals, and critical transportation elements such as bridges and overpasses and smaller dams.

B. Acceptable Damage: Minor non-structural; facility should remain operational and safe or be suitable for quick restoration of service.

MM GEO-03: Cover Stored Backfill- Stored backfill material shall be covered by the contractor with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sandbags shall be used to capture and hold eroded material on the Project site for future cleanup. These requirements shall be verified during the City's construction Inspections.

GEO-04: Excavated Areas- The City of Ontario Utilities Department shall verify throughout construction that excavated areas are properly backfilled and compacted. Paved areas disturbed by this Project will be repaved in such a manner that roadways and other disturbed areas are returned to as near the pre-Project condition as is feasible.

MM GEO-05: Disturbed Soils- The City of Ontario shall verify through construction inspections that all exposed, disturbed soil (trenches, stored backfill, etc.) will be sprayed with water or soil binders twice a day or more frequently if needed, by the contractor throughout construction, if fugitive dust is observed migrating from the Project.

GEO-06: Open Trench- The length of trench, which can be left open at any given time, will be verified by the contractor and the City of Ontario inspector throughout construction. Open trenches shall be limited to what is needed to reasonably perform construction activities. This will serve to reduce the amount of backfill stored onsite at any given time.

MM PALEO-01: Buried Paleontological Resources- If paleontological resources are found during earthwork, the contractor shall temporarily halt work in the immediate area surrounding the find and have the City's Archaeologist inspect/evaluate the find and consult with qualified paleontologists from the San Diego Natural History Museum who will be on call for the Project to determine proper treatments.

MM CUL-03: Worker Environmental Awareness Training in Section 5. Cultural Resources.

HAZARDS AND HAZARDOUS MATERIALS

MM HAZ-01: Coordination with Local Schools/School Districts. Prior to start of construction, the Contractor shall coordinate with the schools and school districts for nearby schools as follows: Chaffey High School, Vina Danks Middle School, Champions at Euclid Elementary, Turciz Family Daycare, St. George School, Heavenly Care Daycare and Preschool, Banal Na Pag Aral, Sunrise Children Center, and Live Oak Preschool.

A. Provide the construction schedule to school districts and to nearby schools within ¼ mile. This includes the schools in the Chaffey Joint Union High School District, Ontario-Montclair School District, and Chino Valley Unified School District, 30 days prior to start of construction:

B. Construction within 1,320 linear feet of the schools listed in MM HAZ-01, A. shall be scheduled when schools are not in session.

C. The contractor shall coordinate with the school districts and the public as follows:

i. Coordination shall occur throughout construction and consist of signage, door hangers, and updated messages on the City's website, or equivalent methods regarding the construction schedule and detours for the Project.

ii. The contractor shall keep records of this coordination at the Project Site for review by the grading and building inspectors.

MM HAZ-02: Hazardous Materials Manifest and Plan. Prior to issuance of permits and start of construction, the contractor shall provide a manifest of construction materials and a plan for proper handling, disposal, contingency, and emergency response to the Building Official and Fire Department for verification of adequate contingency measures in regard to fire prevention, hazards, and potentially hazardous materials used, stored and handled onsite during construction. This shall include a plan incorporating fencing, isolation/barriers to secure access of construction and staging areas and to separate adjacent land use from active construction. Contractor compliance shall be monitored throughout construction by the Fire Department and through City inspections.

MM TRAF-01: Traffic Control Plan. Reference Section 17. Transportation.

MM PUB-01: Coordination with Local Agencies and Neighborhoods. Reference Section 15. Public Services and Utilities.

HYDROLOGY AND WATER QUALITY

MM HYDRO-01: SWPPP: Prior to Project approval, the City of Ontario shall verify that a Project-specific Storm Water Pollution Prevention Plan (SWPPP) has been developed and implemented into the plan set for implementation by the contractor throughout construction activities. The SWPPP may include, but is not limited to the following measures:

A. Inventory of Materials and Activities that May Pollute Storm Water

i. Must include list of all construction materials that will be used and activities that will be performed that produces pollutants (*Pursuant to Section 500.3.1, City of Ontario SWPPP*);

ii. A separate list must be provided for activities that will be performed that produces sediment as a pollutant (*Pursuant to Section 500.3.1, City of Ontario SWPPP*).

B. Erosion Control

(*Pursuant to Section 500.3.4, City of Ontario SWPPP*)

i. Detail erosion control measures pursuant to CASQA Factsheet EC-1 to EC-16 implementing BMPs intended to control sedimentation and erosion in disturbed areas during construction activities. BMPs include:

a) Incorporation of erosion control into the construction schedule (EC-1).

b) Minimal land disturbance and avoidance measures in sensitive land areas (EC-2) including natural water bodies or natural drainage systems.

c) Stabilization measures in disturbed areas via Hydraulic mulch (EC-3), Hydroseeding (EC-4), Soil binders (EC-5), straw mulch (EC-6), geotextiles and mats (EC-7), wood mulching (EC-8), compost

blankets (EC-14), nonvegetative stabilization (EC-16).

d) Collect sediment-laden runoff in temporary sediment basins (EC-9), velocity dissipation devices (EC-10), slop drains (EC-11), streambank stabilization (EC-12); Soil testing prior to start of construction to ensure selection of appropriate BMPs and prepare soil for vegetation enhancements (EC-15).

C. Sediment Control

(Pursuant to Section 500.3.5, City of Ontario SWPPP)

i. Detail sediment control measures pursuant to CASQA Factsheet SE-1 to SE-14 implementing soil prevention and control measures:

a) Protect all stockpiles from stormwater run-on using temporary perimeter sediment barriers such as compost berms (SE-13), temporary silt dikes (SE-12), fiber rolls (SE- 5), silt fences (SE-1), sandbags (SE-8), gravel bags (SE-6), or biofilter bags (SE-14).

b) Detail drain inlet protection in the public right-of-way pursuant to CASQA Factsheet SE-10 implement SE-2, Sediment Basin or SE-3, Sediment Trap and/or used in conjunction with other drainage control, erosion control, and sediment control BMPs to protect the site;

D. Track-out Control (*Pursuant to Section 500.3.6, City of Ontario SWPPP*)

i. Stabilize entrance and egress from construction site to minimize track-out.

ii. Detail on-site concrete wash out area to minimize track-out.

iii. Detail stockpile management, material storage & delivery areas to minimize dust and control loose materials.

E. **Waste Management and Materials Pollution Control** (*Pursuant to Section 500.3.9, City of Ontario SWPPP*)

i. Implement waste disposal and solid waste management practices with covered waste receptacles.

ii. Locate temporary sanitary waste facilities implementing proper disposal practices including:

a) Place covered trash and recycling cans in accessible areas for use near active construction.

b) Cover and maintain dumpsters. Check frequently for leaks. Never clean a dumpster by hosing it down on-site where wash water can enter the storm drain system.

c) Dispose of trash daily.

iii. Sweeping areas around dumpsters and prohibiting the disposal of liquid chemicals or waste in dumpsters.

MM HYDRO-02: Limitation on Construction During Storm Events. Ongoing throughout construction, the Project contractor shall coordinate with the City of Ontario to halt construction during storm events to minimize the chance of flooding during open trench construction and earthworks. In the event of storm, areas of active construction shall be protected in place and covered by trench plates and protected with perimeter sandbags to minimize potential sedimentation and impacts to construction trenches.

LAND USE AND PLANNING

MM AES-01 through MM AES-10. See Section 1. Aesthetics for more information.

MM BIO-01: Preconstruction Bird Nesting Clearance Survey. See Section 4. Biological Resources.

NOISE

BMP NOI-01: Construction Noise Best Management Practices: Noise Reducing Barriers. Prior to the final approval of Project plans, the City Engineer shall verify that the construction bid documents show mandatory implementation of at least one of the following BMPs during the operation of construction equipment2 by the Project contractor:

- **Use an alternative piece of equipment that does not exceed a noise level of 80 dB at a distance of 28 feet; or**
- **Install a muffler that lowers full operational power to 80 dB or less (a reduction of 17 dB).**

Surround equipment with at least 8-foot-high solid barriers that can be made of 1-inch plywood or sound blankets during use. The goal is to provide at least 17 dB in noise reduction. The barrier must reach to the ground and be without any holes or cracks.

MM NOI-01: Construction Noise Management: Throughout Project construction, the following construction noise mitigation measures must be implemented by the Project contractor and City of Ontario for noise levels during construction activities to be considered less than significant:

1. No construction activities shall occur during the hours of 6 PM through 7 AM, Monday through Saturday and at no time shall construction activities occur on Sundays or holidays , or a declared emergency exists.
2. A noise complaint response program shall be established to respond to any noise or vibration complaints received for this Project by measuring noise levels at the affected receptor site. If the noise level exceeds an 80 dBA Leq at a residential receptor or 85 dBA Leq at a commercial receptor, the contractor will implement adequate measures (which may include portable sound attenuation walls, use of quieter equipment, shift of construction schedule to avoid the presence of sensitive receptors, etc.) to reduce noise levels to the greatest extent feasible.
3. All equipment, whether fixed or mobile, will be equipped with properly operating and maintained mufflers, consistent with manufacturer standards. Enforcement will be accomplished by random field inspections by the City's inspectors during construction activities.
4. As applicable, all equipment shall be shut off and not left in idle when not in use.
5. Equipment shall be maintained and operated such that loads are secured from rattling or banging.
6. Where available, electric-powered equipment shall be used rather than diesel equipment and hydraulic powered equipment shall be used instead of pneumatic power.
7. No radios or other sound equipment shall be used at the Project Site unless required for emergency response by the contractor.
8. Public notice shall be given prior to initiating construction. This notice shall be provided in the form of mail or door hangers to all property owners/residents within 300 feet of the Project Site and shall be provided to property owners/residents at least one week prior to initiating construction. The notice shall identify the dates of construction and the name and phone number of a construction supervisor (contact person) in case of complaints. One contact person shall be assigned to the Project. The public notice shall encourage the adjacent residents to contact the construction supervisor in the case of a complaint. Residents would be informed if there is a change in the construction schedule. The supervisor shall be available 24/7 throughout construction by mobile phone. If a complaint is received, the contact person shall take all feasible steps to remove the sound source causing the complaint.
9. Construction employees shall be trained in the proper operation and use of equipment consistent with the above-listed Mitigation Measures, including no unnecessary revving of equipment.

MM CUL-02: Vibration Monitoring. See Section 5. Cultural Resources for Mitigation Measure.

PUBLIC SERVICES

MM PUB-01: Coordination with Local Agencies for Traffic Control. Prior to finalizing the traffic control plan, Ontario's City Engineering Division must ensure coordination occurs between Local Agencies within Ontario City Limits including Ontario Fire Department, Ontario Parks and Recreation Department, San Bernadino Sherrif's Department, City Hall, and Ontario Police Department, Chaffey Join Union High School District (CJUHSD), Ontario-Montclair School District, Chino Valley Unified School District, and Inland Library System. Coordination between Local Agencies shall include advance planning on the construction schedule so that active construction does not coincide with classes and special events. Coordination shall also involve distribution of Project information including but not limited to temporary street signs with the dates of proposed construction, mailers and door tags with a description of activities and timeframes for each neighborhood.

TRANSPORTATION

MM TRAF-01: Traffic Control Plan (TCP) The contractor shall have a Traffic Control Plan approved by the City of Ontario as part of the encroachment permit for work within the streets. The TCP shall be prepared by a licensed traffic engineer, for all project-affected roadways and intersections. The traffic control plan shall comply with requirements in encroachment permits issued by the City of Ontario. The traffic control plan shall include, but not be limited to, the following measures the following measures from the City of Ontario:

1. **Maintain Vehicular Access**: Maintain the maximum amount of travel lane capacity during construction periods, with all trenches covered with steel plates during non-working hours. Provide flagger-control at all active construction sites.
2. **Construction Work Limits**: Limit the construction work zone in each block to a width that, at a minimum maintains continuous alternate one-way traffic flow past the construction zone. Alternatively, use detour signing on alternate access streets when temporary full street closure is required.
3. **Timing**: Restrict construction to non-peak traffic periods as required for specific work sites, such as schools, in encroachment permits. Weekend and night shifts may be considered in non-residential areas only.
4. **Construction Coordination**: Coordinate construction activities (time of year and duration) to minimize overlap with special events and peak use periods for parks, public facilities, City Hall, and commercial businesses.
5. **Roadway Signs**: Post advanced warning of construction activities (e.g., signs, articles in newspapers, door hangers, notices on radio/TV, etc.) to allow motorists to select alternative routes in advance and identify alternate routes and detours around construction zones.
6. **Bicycle Access**: Pursuant to City of Ontario Policy M-2.2 Bicycle System, the traffic control plan must maintain shared bicycle access on roadways with Class III Bike Lanes to ensure mobility is maintained throughout Project construction.
7. **Pedestrian Walkways**: Pursuant to City of Ontario Policy M-2.3- Pedestrian Walkways, the traffic control plan must maintain safe and comfortable mobility between residential areas, businesses, schools, parks, recreation areas, and other key destination points throughout Project construction.
8. **Steel Trench Plates:** Install steel trench plates at the construction sites to temporarily restore access and uses within public Right-of-Way during non-working hours.

MM TRAF-02: Encroachment Permits- Prior to active Project construction, the City's Engineering and Utilities Departments, must approve and issue encroachment permits for temporary construction work within the public Right-of-Way and long-term maintenance of the recycled water mains, connections, and laterals. No new driveways would be established. Throughout Project construction, the Project contractor will be responsible for the enforcement of the temporary encroachment permit.

TRIBAL CULTURAL RESOURCES

MM CUL-01: Archeological Monitoring, **MM CUL-02: Vibration Monitoring,** and **MM CUL-03: Worker Environmental Awareness Training, MM TCR-01: Pre-contact Cultural Resources, and MM TCR-02: Records and Documents.** See Section 5.5 Cultural Resources for more information.

MM TCR-01: Pre-contact Cultural Resources- The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this

Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

MM TCR-02: Records and Documents- Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

MM TCR-03: Gabrieleno Band of Mission Indians- Kizh Nation- Prior to issuance of a grading permit and ground disturbance, the City of Ontario shall contact the Gabrieleno Band of Mission Indians-Kizh Nation and provide the tribe with written notification with a schedule of the Project's ground disturbing activities and provide the tribe an opportunity to have a tribal monitor on-site during these activities, if required. A copy of the written notification shall be provided to the City of Ontario prior to the issuance of the first permit and ground disturbance.

UTILITIES AND SERVICES

SC UTL-01: Waste Management Plan. Prior to Project construction, the City's Engineering Department shall verify that Project plans and specifications include standards conditions pertaining to good housekeeping practices and recycling. The City's standard plan check and review process will ensure the following measures are included in Project Specifications and maintain throughout active construction within the Project Area:

A. **Site Clean Up:** The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and cleanup efforts shall be made prior to weekends, holidays and predicted storm events.

B. **Continuous Street Sweeping throughout active construction:** Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean, the City will take measures to clean it and back charge the Contractor.

C. **Recycling Construction Material:** Pursuant to 2019 CALGreen Building Code Section 4.408, the Project contractor shall ensure approximately 65 percent of nonhazardous construction and demolition waste is recycled and/or salvaged for reuse.

Employees and subcontractors should be trained on the proper material delivery and storage practices.

D. **Concrete Waste Management:** Refer to CASQA Factsheet WM-8.**Solid Waste Management:** Refer to CASQA Factsheet WM-5 and WM-6.

i. Select designated waste collection areas onsite.
ii. Inform trash-hauling contractors that you will accept only watertight dumpsters and recycling containers for onsite use. Inspect dumpsters for leaks and repair any dumpster that is not watertight.
iii. Locate containers in a covered area or in a secondary containment.
iv. Provide an adequate number of containers with lids or covers that can be placed over the container to keep rain out or to prevent loss of wastes when it is windy.
v. Cover waste containers at the end of each workday and when it is raining.
vi. Plan for additional containers and more frequent pickup during the demolition phase of construction.
vii. Collect site trash daily, especially during rainy and windy conditions.
viii. Remove this solid waste promptly since erosion and sediment control devices tend to collect liter.
ix. Make sure that toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids,

pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.

x. Do not hose out dumpsters on the construction site. Leave dumpster cleaning to the trash hauling contractor.

xi. Arrange for regular waste collection before containers overflow.

xii. Clean up immediately if a container does spill. Make sure that construction waste is collected, removed, and disposed of only at authorized disposal areas.

E. **Material Storage and Delivery Area:** Refer to CASQA Factsheet WM-1.

i. Chemicals must be stored in watertight containers with appropriate secondary containment or in a storage shed.

ii. Temporary storage areas should be located away from vehicular traffic.

iii. Material delivery and storage areas should be located away from waterways, if possible.

iv. Employees and subcontractors should be trained on the proper material delivery and storage practices.

F. **Concrete Waste Management:** Refer to CASQA Factsheet WM-8.

i. Store dry and wet materials under cover, away from drainage areas. Refer to WM-1, Material Delivery and Storage for more information.

ii. Perform washout of concrete trucks in designated areas only, where washout will not reach stormwater.

iii. Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile or dispose in the trash.

G. **Spill Prevention and Control:** Refer to CASQA Factsheet WM-3.

iv. Protect all stockpiles from stormwater run-on using temporary perimeter sediment barriers such as compost berms (SE-13), temporary silt dikes (SE-12), fiber rolls (SE-5), silt fences (SE-1), sandbags (SE-8), gravel bags (SE-6), or biofilter bags (SE-14).

v. Ensure that stockpile coverings are installed securely to protect from wind and rain.

H. **Temporary Sanitary Waste Facilities:** Refer to CASQA WM-10

vi. Instruct employees and subcontractors how to safely differentiate between non-hazardous liquid waste and potential or known hazardous liquid waste.

vii. Instruct employees, subcontractors, and suppliers that it is unacceptable for any liquid waste to enter any storm drainage device, waterway, or receiving water.

viii. Educate employees and subcontractors on liquid waste generating activities and liquid waste storage and disposal procedures.

ix. Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings)

MM UTL-02: Reconnection of Water Fountains. Prior to completion of construction, the City shall verify, during inspections, that all water fountains within the Project footprint are reconnected to the City's potable water system.

WILDFIRE

See applicable Mitigation Measures **MM TRAF-01: Traffic Control Plan** and MM HAZ-02: Hazards and Hazardous Materials Manifest and Plan.

MITIGATION MONITORING AND REPORTING PROGRAM

Provided Under Separate Cover

REPORT PREPARATION

This section lists those individuals who contributed to the preparation of this Initial Study/ Mitigated Negative Declaration.

- **CITY OF ONTARIO**

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Diane Ayala	Senior Planner (City of Ontario)
Jamie Richardson	Landscape Planner (City of Ontario)
David F. Eoff IV	Senior Planner (City of Ontario)
Luke Zhipeng Qu	Senior Associate Engineer (Ontario Municipal Utilities Company)

- **AGENCIES OF PERSONS CONTACTED**

The following agencies or persons were contacted during the preparation of this document.

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Kate Wilson, MS	Ganddini Group
Roma Stromberg, MS	Ganddini Group

DEFINITIONS

The following terms are those not defined or included in the City of Ontario's Local CEQA Guidelines (2018) and the City's Municipal Code:

Area of Potential Effects (APE): The area where Project construction is set to occur and may encompass construction activities, impact vehicular, pedestrian, and bicycle access (4th Street, Euclid Avenue, W. F Street, N. Vine Avenue, Flora Street, E. C Street, E. B Street, W. Lemon Street, and E. Riverside Drive), and affect landscaping or hardscape on private property.

Best Management Practices (BMPs): are methods that have been determined to be the most effective and practical means of preventing or reducing non-point source pollution to help achieve water quality goals.

County: Refers to the County of San Bernardino

A-Weighted Sound Level, dBA: The calculated levels of sound that represent perceived loudness from activities.

Ambient Noise Levels: The measured background noise levels associated with a given environment, at a specified time, usually a composite of sound from many sources, at many directions, near and far, in which usually no particular sound is dominant.

CNEL: Community Noise Equivalent Level. CNEL is a weighted 24-hour noise level that is obtained by adding five decibels to sound levels in the evening (7:00 PM to 10:00 PM), and by adding ten decibels to sound levels at night (10:00 PM to 7:00 AM). This weighting accounts for the increased human sensitivity to noise during the evening and nighttime hours.

Decibel, dB: A logarithmic unit of noise level measurement that relates the energy of a noise source to that of a constant reference level; the number of decibels is 10 times the logarithm (to the base 10) of this ratio.

DNL, Ldn: Day Night Level. The DNL, or Ldn is a weighted 24-hour noise level that is obtained by adding ten decibels to sound levels at night (10:00 PM to 7:00 AM). This weighting accounts for the increased human sensitivity to noise during the nighttime hours.

Equivalent Continuous Noise Level, Leq: A level of steady state sound that during a defined timeframe, and at a stated location, has the same A-weighted sound energy as the time-varying sound.

Farmland of Statewide Importance is like Prime Farmland, but with minor shortcomings, such as steeper slopes or less ability to store soil moisture. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date (CA DOC).

Farmland of Local Importance includes all farmable land not meeting the definitions of "prime farmland," "farmland of statewide importance," and "unique farmland." This includes land that is or has been used for irrigated pasture, dryland farming, confined livestock or dairy facilities, aquaculture, poultry facilities, and dry grazing. It also includes lands previously designated by soil characteristics as "prime farmland," "farmland of statewide importance," and "unique farmland" that has since become idle (CA DOC).

Forest Land (§12220 G); land that can support 10-percent native tree cover of any species including: hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, and other public benefits (CA Public Resources Code).

Hazardous Materials Site (§ 65962.5): hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, the Department of Toxic Substances Control (DTSC) shall compile and

update as appropriate, but at least annually, and submit to the Secretary for Environmental Protection (CA Public Resources Code).

L_{max}, L_{min}: Lmax is the RMS (root mean squared) maximum level of a noise source or environment measured on a sound level meter, during a designated time interval, using fast meter response. Lmin is the minimum level.

Timber Land (§ 4526): land, other than land owned by the Federal government and land designated by the City as experimental forest land, which is available for, and capable or growing a crop of trees of any commercial species used to produce lumber and other forest products, including Christmas trees. Commercial species shall be determined by the Board on a District basis after consultation with the District committees and others (CA Public Resources Code).

Timber Land Production Zone (§51104 G): areas which have been zoned and is devoted to uses for growing and harvesting timber, or for growing and harvesting timber and compatible uses (CA Public Resources Code).

Prime Farmland has the best combination of physical and chemical features able to sustain long-term agricultural production. Prime Farmland has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agriculture production at some time during the four years prior to the mapping date (CA DOC).

Construction Footprint is the location of the trenches for the recycled water mains, laterals and tie ins.

REFERENCES

The following references were utilized during preparation of this Initial Study/ Environmental Checklist.

PROJECT DESCRIPTION

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    a. Section 4. Recycled Water Use

AESTHETICS

4. Appendix B- Biological Resources Assessment for UT1072 Downtown Recycled Water Pipeline Project, Ontario, San Bernadino County, California, ELMT Consulting, March 2024.
5. Appendix C- Tree Survey and Arborist Report for UT1072 Downtown Recycled Water Pipeline Project, Ontario, San Bernadino County, CA, CalPacific, March 2024.
6. Final Supplemental Environmental Impact Report, State Clearinghouse No. 2021070364, The Ontario Plan 2050, City of Ontario, adopted August 2022
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        ii. Thresholds of Significance
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9. Borba Village Specific Plan, City of Ontario, March 2007, https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Maps/borba_introduction.pdf

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AIR QUALITY

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    a. 5.3 Air Quality
        i. Regulatory Setting
        ii. Existing Conditions
        iii. Project Impacts
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21. California Air Resources Board Climate Change Scoping Plan, 2017, https://ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/scoping_plan_2017.pdf

BIOLOGICAL RESOURCES

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23. **Appendix C**- Tree Survey and Arborist Report for UT1072 Downtown Recycled Water Pipeline Project, Ontario, San Bernadino County, CA, CalPacific, March 2024.
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    a. 5.4 Biological Resources
        i. Existing Conditions

CULTURAL RESOURCES

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ENERGY

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    a. 5.6 Energy
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GEOLOGY AND SOILS

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35. Appendix E- Soils and Geotechnical Investigation, Euclid Avenue Downtown Recycled Water Project, Euclid Avenue, East C Street, and East Riverside Drive, Ontario, San Bernadino County, California, prepared by NOVA Services on February 16, 2024.
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NOISE

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        i. 5.15.1 Fire Protection
        ii. 5.15.2 Police Protection
        iii. 5.15.3 School Services
        iv. 5.15.4 Libraries

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APPENDICIES

Provided Under Separate Cover

DRAFT MITIGATION MONITORING AND REPORTING PROGRAM
EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT

This Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the Euclid Avenue Recycled Water System Project. The Project is in the southwestern portion of the City of Ontario, San Bernadino County, California. This MMRP has been prepared pursuant to Section 15097 of the CEQA Guidelines (Title 14, Division 6, Chapter 3 of the California Code of Regulations) and Section 21081.6 of the California Public Resources Code (PRC) Division 13, encompassing sections 21000-21189.3). This MMRP lists applicable Project Mitigation Measures (MM), Standard Conditions (SC), and environmental commitments for reducing potentially significant Project impacts to less than significant levels. This MMRP includes implementation timing and responsible party for proper enforcement of all measures considered in the environmental analysis for the Project that was conducted for CEQA compliance. The City of Ontario, as the Lead Agency, will utilize the MMRP to document the implementation of mitigation measures, BMP environmental commitments, and Standard Conditions which will ensure all Project impacts are reduced to less than significant levels pursuant to CEQA.

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed Initials
Aesthetics	a) Have a substantial adverse effect on a scenic vista? b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	**MM AES-01: Certified Arborist-Activities for City's Certified Arborist.** Prior and throughout construction, City of Ontario shall verify that the following activities are performed for preservation/protection of trees: A. **Hire Certified Arborist.** Prior to the start of construction, the City of Ontario shall hire an ISA Certified/ ASCA consulting arborist to evaluate trees affected by construction activities. B. **Evaluation of Declining Trees with Elevated Risk.** Prior to construction, City of Ontario's certified arborist shall individually evaluate the 163 trees (See Appendix C) that are in decline due to poor prognosis/location, risks of failure, or defects where they pose as a liability and shall conduct field marking and install barriers for tree protection per **MM AES-02: Tree Protection During Construction** (CalPacific 2024). C. **Construction Monitoring.** Daily throughout construction, the City's ISA Certified/ ASCA consulting arborist shall determine whether trees shall be protected in place with ongoing monitoring or removed. The City's Certified Arborist shall also monitor contractor's maintenance and initial placement of barriers to protect trees outlined in **MM AES-02: Tree Protection During Construction** (CalPacific 2024). Barrier maintenance shall be verified through city inspections and contractor recordkeeping during construction. Monitoring is required in TPZ/PRZ of Project Segments 1, 2, and 6, northbound (NB) Euclid Ave: North of E. G Street, between E. E St. to E. F Street and, between E. B St to E. Holt Blvd. Along E. Riverside Blvd, and near the intersections of E. Riverside Blvd at S. Baker Ave. and at S. Sultana Ave.	Prior to the start of construction Prior to the start of construction and throughout construction Throughout Construction	City of Ontario City of Ontario, City's Certified Arborist City of Ontario, City of Ontario's Certified Arborist	Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed Initials
Aesthetics	a), b) Continued…	D. **Ongoing Tree Monitoring.** For trees that were preserved and replaced during Project construction, the City's ISA Certified/ ASCA consulting arborist shall conduct Level 3 arborist studies, which involve 3- year monitoring, record keeping, and compliance verification by the City's Planning Department.	Ongoing throughout construction and for three years post construction.	City of Ontario, City's Certified Arborist	Initials: _____ Date: _____
		MM AES-02: Tree Protection During Construction: Throughout construction, the contractor shall verify that the following measures are implemented to establish a protected radius encircling each tree along the construction alignment. All parts of each tree, including the roots, canopies, trunks, and tree branches, shall be protected. The protected area is referred to as the Protected Root Zone/Tree Protection Zone (TPZ/PRZ)[1]. Contractor compliance with required tree protection in the TPZ/RPZ shall be monitored and verified for compliance with this mitigation measure by the City's Certified Arborist and verified by the City during construction inspections for the Project in City Right-of-Way and on private property within landscaped areas and hardscape:	Throughout construction	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		A. **Fencing or Suitable Alternative Barrier for Existing Tree Protection:** Existing trees shall be identified and preserved with protective fencing or suitable alternative to form a TPZ/PRZ encircling the outermost edge of the tree canopy to protect tree roots growing typically within the top 18-inch to 24-inch of the soil. The TPZ/PRZ is defined by measuring "critical root radius" and is more accurate than the dripline for determining the effective protection of trees. To calculate critical root radius, measure the tree's diameter (dB) 4.5 feet above the ground, measured in inches. For each diameter inch, 1 to 1.5 feet of TPZ/PRZ is required for critical root radius protection. For a trees diameter at breast height (dbh) of 10 inches, a PRZ/TPZ of 10 to 15 feet is required (City of Ontario Development Code, Revised 20151201).	Throughout construction	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____

[1] A Protected Root Zone/Tree Protection Zone (PRZ/TPZ) is defined by a Certified Arborist and marks the roots and soil within the tree's critical root zone. The terms TPZ and PRZ have the same meaning.

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Aesthetics	a), b) Continued…	B. **Soil Compaction:** Throughout construction the contractor shall verify that soil and roots in the PRZ/TPZ are protected from compaction with a layer of geotextile fabric and 6 inches of crushed gravel in landscape areas that may be used for driveways, storage or parking. C. **Mulching Prior to Construction:** The contractor shall apply a 4"-6" layer of mulch in the PRZ/TPZ, 1 foot away from the trunk, before construction begins pursuant to specifications on the approved Plans and Specifications for the Project. D. **Construction within the PRZ/TPZ:** Where work is proposed to occur within and in the vicinity of the PRZ/TPZ, especially within Project segments 1,2, and 6, the contractor and City's Certified Arborist shall verify that trees are identified and preserved with protective fencing or suitable alternative barrier to within a 10-foot radius of the trunk or as directed by the City's Certified Arborist. Work within the PRZ/TPZ shall be monitored for compliance with the Plans and Specifications for the Project by the City's Certified Arborist. A record of compliance shall be retained at the construction trailer by the Contractor. Protective barriers shall be installed under supervision of the City's Certified Arborist prior to any earthwork and barriers shall remain until construction is complete, or until adjacent construction activity no longer threatens tree health. Fencing shall be three to four feet in height and installed at the outermost edge of the PRZ/TPZ or 10- foot radius, whichever is greater. The temporary fencing shall be chain link fencing or other City approved durable material (e.g. snow fencing). Signs stating "Tree Protection Zone – Keep Out" shall be posted either on the fence or stakes. **See Appendix C, Figure 3 a- d & Figure 4 a-c.** (City of Ontario Development Code, Revised 20151201). *iv.* **Equipment-** No construction or staging equipment is allowed within the PRZ/TPZ including use/transport of heavy equipment that will compact and damage the roots. *v.* **Trash-** No disposal of construction materials or products including paint, plaster or chemical solutions are allowed in the PRZ/TPZ. *vi.* **Fill-** Natural or preconstruction grade shall be maintained within the PRZ/TPZ. At no time shall soil be in contact with the tree trunk above the root flare.	Throughout construction Prior to and throughout construction Throughout Construction	City's Certified Arborist, Contractor, City of Ontario City's Certified Arborist, Contractor City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____

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Aesthetics	a), b) Continued…	*vii.* **Irrigation-** The PRZ/TPZ should be irrigated sufficiently with clean water to keep the tree in good health and vigor before, during, and after construction. Watering should be coordinated with the contractor pursuant to the recommendations of the City's Certified Arborist and deep watering may be necessary on a weekly basis. The depth of irrigation to roots shall be verified on a regular basis during monitoring by the City's Certified Arborist and during City inspections. *viii.* **Earthwork within the PRZ/TPZ-** Either an air spade and/or hand tools shall be used by the contractor as directed and supervised by the City's Certified Arborist. **E. Trench Lines:** The contractor's trench Lines shall avoid the PRZ/TPZ to the greatest extent feasible. If utilities are present within the PRZ/TPZ, trenches shall be re-routed or bored under trees at a minimum of 36-inches deep, as monitored by the City's Certified Arborist and verified through City inspections. **F. Root Cutting:** During root cutting, exposed major roots greater than 2 inches in diameter or within 5 feet of the trunk) shall not be ripped by construction equipment. Instead, they shall be cut cleanly, if possible, back to a lateral branching root. Cuts shall be clean and made at right angles to the roots and made by the contractor under supervision of the City's Certified Arborist. **G. Pruning:** Pruning for clearance by the contractor, if needed, shall be done to prevent damaging branches with large equipment. All above ground pruning shall be in accordance with Tree Pruning Guidelines (International Society of Arboriculture) and/or the ANSI A300 Pruning Standard (American National Standard for Tree Care Operations) per the most recent edition of ANSI Z133.1 and as supervised by the City's certified arborist and verified through City inspections, as follows: *i.* **Private Trees-** Prune any limbs or tree structures that would compromise the safety of workers under the tree during construction activity; this should be done at the discretion of the contractor and upon approval of the homeowner. *ii.* **Bracing-** If needed, use guy wires and other effective bracing methods to secure trees.	Throughout construction Throughout construction Throughout construction Throughout construction Throughout construction	City's Certified Arborist, Contractor, City of Ontario City's Certified Arborist, Contractor, City of Ontario City's Certified Arborist, Contractor, City of Ontario City's Certified Arborist, Contractor, City of Ontario City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____

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Aesthetics	a), b) Continued…	*iii.* **Hand Tools/Air Spade-** Expose roots for trimming with hand tools or an air spade as required/supervised by the City's Certified Arborist. Contractor shall not use large construction machinery such as a backhoe or excavator.	City's Certified Arborist, Contractor, City of Ontario	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		iv. **Root Pruning-** Under Certified Arborist supervision, contractor shall hand-prune all necessary root structures less than 2 inches with sharp loppers or hand pruners and with a pruning saw or other similar tool for larger roots. Disinfect the pruners and other cutting tools between trees to avoid disease contamination. Isopropyl alcohol (70%) is effective to clean the tools. The further away from the tree that the roots can be cut, the better it is.	City's Certified Arborist, Contractor, City of Ontario	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		v. **Backfill-** Backfill to assure stability of each tree leaving bracing in place at the direction of the City's Certified Arborist and pursuant to Plans Specifications and notes on the approved landscape plan as verified through City inspections. (Based on recommendations from CalPacific Arborist Report, 2024).	City's Certified Arborist, Contractor, City of Ontario	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		vi. **Post Earthwork Requirement-** The contractor shall apply absorbent tarp or heavy cloth fabric overlain by compost or wood chip mulch to cover new grade cuts or as directed by the City's Certified Arborist and verified by the City through inspections.	City's Certified Arborist, Contractor, City of Ontario	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		vii. **Post Construction Grades**- Contractor shall return and maintain surfaces to natural or preconstruction grade within the PRZ/TPZ. Implementation shall be verified through City inspections.	City's Certified Arborist, Contractor, City of Ontario	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		H. Pruning Cuts: The Contractor and City's Certified Arborist shall verify pruning cuts or damaged bark is cut clean to heal. No tree seal or paint shall be used after pruning.	Throughout Construction	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		I. Critical Root Zone (CRZ) Monitoring by Certified Arborist: The City's Certified Arborist shall monitor during construction for tree stability and health in areas where more than 33% of the root zone is impacted, if cut roots have a diameter greater than 2 inches, or if roots cuts within 5 feet of the trunk are needed. Cuts should be clean and at right angles to the roots and cut back to the branching lateral. Monitoring records of cutting shall be kept on file at the construction trailer by the contractor. See MM AES-01. See **MM AES-03 and MM AES-04.**	Throughout Construction	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____

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Aesthetics	a), b) Continued…	J. **PRZ/TPZ Monitoring during Construction**- Construction precautions employed under supervision of the City's Certified Arborist to protect sensitive root zones from undue soil compaction shall be maintained by the contractor throughout construction. Staging shall be limited to areas outside of PRZ/TPZ's without specific authorization from the City's Certified Arborist. Certified Arborist monitoring throughout construction within the PRZ/TPZ is required and shall be verified by the City of Ontario and Contractor through a written log and daily record keeping available for review at the construction trailer during construction inspections.	Throughout construction	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		K. **Irrigation**- The PRZ/TPZ shall be irrigated according to the current City irrigation regime to avoid additional stress on the trees. The City's Arborist shall be notified by the contractor of installation of new and modified irrigation components; these areas shall be monitored by the City's Certified Arborist within the PRZ/TPZ and verified through City inspections.	Throughout construction	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		L. **Fencing Maintenance-** In areas where protective fencing is installed for trees City inspections shall verify that the Contractor and City's Arborist conduct daily inspections and take corrective action to verify correct placement and effectiveness of protective fencing or equivalent barriers.	Throughout construction	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		i. Protective fencing or an equivalent barrier should be placed at the outer edge of the PRZ/TPZ under the supervision of the City's Certified Arborist. The contractor shall be responsible for monitoring the appropriate maintenance of the fence throughout construction as verified by City's Certified Arborist and inspectors.	Throughout construction	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
		ii. Protective fencing or an equivalent barrier must be established and maintained by the contractor and verified by the City's Arborist and through City inspections so that barriers are visible and structurally sound enough to deter construction equipment, foot traffic, and the storing of equipment under tree canopies.	Throughout construction	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____

<table>
<tr><th>Issue</th><th>Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated</th><th>Recommended Mitigation Measure</th><th>Timing</th><th>Responsible Party</th><th>Date Completed Initials</th></tr>
<tr><td>Aesthetics</td><td>a), b) Continued…</td><td>iii. Signs notifying sub-contractors and construction crews of the fines for dumping should be maintained on fencing/barriers around trees by the contractor and verified through City Arborist monitoring and City inspections. Oil from construction equipment, cement, concrete washout, acid washes, paint, and solvents are toxic to tree roots and are not allowed in the PRZ/TPZ. (Based on recommendations from CalPacific Arborist Report, 2024).</td><td>Throughout construction</td><td>City’s Certified Arborist, Contractor, City of Ontario</td><td>Initials: _____
Date: ___</td></tr>
<tr><td>Aesthetics</td><td>a), b) Continued…</td><td>MM AES-03: Tunneling: Prior to the finalization of Project plans, the City of Ontario Utilities Department shall verify that tunneling for the proposed utility lines occurs at a depth of three-foot or greater grade under trees where impacts may occur to their structural root systems. It is imperative that structural roots (and any residual taproot (depending on species) be preserved within the Critical Root Zone (CRZ), which is the area immediately adjacent to the trunk where roots essential for tree health and stability are located. Tunneling within the CRZ must be avoided. The table below shows the recommended placement of entrance and exit pits (according to ISA BMPs) for a tunneling auger and machinery within the PRZ/TPZ to protect CRZ. Avoid any trenching within the PRZ/TPZ plus four radial feet. Any trenching in the vicinity of a tree should be setback radially.
Recommended Tree Face- Auger Distance
<table>
<tr><th>Tree Diameter (DBH)
Inches</th><th>Minimum Offset Distance from Trunk Face
Feet</th><th>Minimum Length of Bore Hole
Inches</th></tr>
<tr><td>2</td><td>1</td><td>2</td></tr>
<tr><td>3</td><td>2</td><td>3</td></tr>
<tr><td>5</td><td>5</td><td>5</td></tr>
<tr><td>10</td><td>8</td><td>10</td></tr>
<tr><td>15</td><td>12</td><td>15</td></tr>
<tr><td>20</td><td>15</td><td>20</td></tr>
</table>
Source: Managing Trees During Construction, Second Edition- Best Management Practices, Fite et al, 2016. (Based on recommendations from CalPacific Arborist Report, 2024)</td><td>Prior to the finalization of Project plans</td><td>City of Ontario Utilities Department</td><td>Initials: _____
Date: _____</td></tr>
</table>

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed Initials
Aesthetics	a), b) Continued…	**MM AES-04: Hydro Excavation:** If it is not possible to operate outside of the PRZ/TPZ and tunneling is not a feasible alternative, the City's Certified Arborist must be consulted to assess and monitor the conditions and identify methods that will minimize impact to trees. Minimally invasive hydro-vac or hydro-excavation is a technique that may be used under supervision of the City's Certified Arborist's to strategically and carefully remove soil within the root zone without significantly damaging the root tissue. This technique uses high pressure air or water to clear a pathway for utilities routed within the root zone, but it must be used by a carefully trained and proficient crew.	Throughout construction where earthwork occurs within the PRZ/TPZ and tunneling is not feasible.	City's Certified Arborist, Contractor, City of Ontario	Initials: _____ Date: _____
Aesthetics	a), b) Continued…	**MM AES-05: Tree and Landscaping Replacement Plan:** Prior to the start of construction, the City of Ontario Utilities Department shall verify and approve Plans, Specifications and Estimates for the Project, including a tree and landscaping replacement plan for the entire Project; these must be prepared by a licensed landscape architect, horticulturalist, certified arborist, or other related professional. The landscape plan shall be reviewed and approved by the City's Historical Preservation Subcommittee and the City Planning Department and implemented throughout construction by the contractor as verified by the City through City Arborist monitoring and city inspections. The landscaping plan implementation shall comply with the Euclid Avenue Historic Property Treatment and Management Plan (HPTMP) for protection and replacement of CDF[2] trees (see **MM CUL-06**), City Landscape Development Guidelines for water conservation and recycled water irrigation systems, and the Tree Ordinance for tree replacements with a combined total trunk diameter equal to those removed or as approved by the Planning Director. The Tree and Landscaping Plan shall include: **A. Public Notice for Tree Removal.** Prior to the removal of any trees the residents shall be notified by the City of Ontario if their trees have been preliminarily assessed as being in poor condition (health, stature, location, risk, etc.). The notification shall include: *Resident:* *"As part of our efforts to improve the existing utilities in your area, a certified arborist has evaluated the trees in the vicinity of your property. You may have noticed a small aluminum tag affixed to*	Landscape plan approval is required prior to start of construction and shall be implemented ongoing throughout construction	City's Certified Arborist, Contractor, City of Ontario Utilities and Planning Departments, and City of Ontario Historical Preservation Subcommittee	Initials: _____ Date: _____

[2] The Euclid Avenue Historic Property Treatment and Management Plan (HPTMP) lists of Character Defining Features (CDF) for Euclid Avenue. CDF must be protected in place or restored under supervision of the City's Archaeologist

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Aesthetics	a), b) continued	*several trees on or near your property. Your tree has been determined to possess a condition (poor health, stature, location, etc.) that warrants additional evaluation. It is highly recommended that you consider asking a local arborist certified by the International Society of Arboriculture (ISA) to evaluate your tree. Please consider accessing the ISA website at h1ps://www.isa-arbor.com."* (Based on recommendations from CalPacific Arborist Report, 2024). **B. Tree Replacement and Landscaping Replacement:** If death to any landscaping or tree occurs during construction or within the three-year post-construction monitoring period, replacement shall occur within a timely manner, or immediately as described in sections i., ii., and iii below. The damage or removal of any Heritage Tree or CDF tree (see **MM CUL-06**) that are protected pursuant to the City's Development Code, or encroachment into a PRZ/TPZ or CRZ, shall require an evaluation by the City's Certified Arborist as to the resulting condition, prescribed treatment to repair the damage, tree replacement if removed, and monetary value of the tree if removed or damaged beyond repair. ***i.*** **Replacement of Heritage Trees and Landscaping-**Healthy Heritage Trees that are approved for removal shall be replaced at a ratio of 2:1 except within HPTMP boundaries. (Tree and Landscape Restoration within the HPTMP shall be 1:1 and is described in **MM CUL-06: Historic Restoration**). Non-status trees may be mitigated at a 1:1 ratio with quality, locally grown nursery stock comprised of a mix of 24-in boxed and 15-gallon specimens so that the total size of replacements are equal to removed trees. In addition, the Planning Department has an approved list of tree species that must be considered, however with Heritage Trees, a like-kind species must be considered. Replacement tree maintenance shall follow recommendations for soil amendments, linear root barriers, backfill, and irrigation as shown on the approved landscape plans for the Project. Implementation of all recommended parameters are to be implemented at the discretion of the Planning Director. (Based on recommendations from CalPacific Arborist Report, 2024).	Throughout construction and within three years of new landscape planting	City's Certified Arborist, Contractor, City of Ontario. The City of Ontario's Archaeologist will provide input on tree work within the HPTMP and modifications to irrigation, which may potentially affect CDF listed in MM CUL-06 or historical significance of Euclid Avenue.	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Aesthetics	a), b) continued…..	*ii.* **Replacement of Dead Trees-** Any replacement trees that die during the three-year maintenance period shall be replaced in kind using the same methods outlined in Mitigation Measure **MM AES- 05: Tree Replacement.** If replacement trees die and are replaced, the replaced tree shall be maintained and monitored for three years from the point of the last installation. Staff from the City or an approved monitor (the City's Certified Arborist) shall inspect the replacement trees at the end of three years and will document if trees planted according to the approved landscape plan are established and if additional monitoring or treatment is needed. The City shall determine if any additional replacements are required to achieve compliance with the approved landscape plans.	Throughout construction and within three years following new landscape planting	City's Certified Arborist, Contractor, and City of Ontario.	Initials: _____ Date: _____
		iii. **Construction Monitoring for Modifications to Irrigation Systems-** The design, layout, and installation/modifications of the irrigation system in the Euclid Avenue median and parkway should be carefully designed and verified by the City of Ontario Planning Department prior to start of construction to reduce the likelihood of any impact to Heritage Trees and CDF listed in **MM CUL-01 C. through MM CUL-06**. Archaeological and Certified Arborist monitoring is required during any ground disturbance, installation of connections between existing and new irrigation, and/or modifications to the existing irrigation system within the Euclid Avenue Median and Euclid Avenue Parkway (within 25 feet of any CDF) in the northern portion of the Project. (**See MM CUL-01, C and MM CUL-06**). Monitors shall have the authority to halt, redirect work, and request alternative methods of construction such as use of hand tools/hand digging or removal and reinstallation of historic curbs and sidewalks, as needed to protect CDF trees and structures and features, listed in **MM CUL-01, C. and MM CUL-06,** including masonry and granite curbs, vintage light fixtures, and Heritage Trees. If damage occurs to any CDF during construction of modifications to irrigation systems, CDF shall be restored pursuant to **MM CUL-06**.	Throughout construction and within three years of new landscape planting	City's Certified Arborist, Contractor, City of Ontario and the City of Ontario's Archaeologist will provide input on tree work within the HPTMP and modifications to irrigation, which may potentially affect CDF listed in MM CUL-06. And historical integrity of Euclid Avenue.	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Aesthetics	a), b) continued…	**C. Maintenance and Monitoring of Replacement Trees:** An ongoing maintenance and monitoring program shall be implemented under supervision of the City's Certified Arborist on at a regular frequency with pruning according to ISA (ANSI A300) standards to ensure public safety, maximize tree health, and minimize liability due to potential tree failure. Strategic pruning compliant with ISA standards must be performed under supervision of a certified arborist to subordinate non-primary, codominant stems, and remove canopy deadwood regularly to promote canopy health and risk of failure. Replacement tree maintenance shall follow recommendations for soil amendments, backfill, and irrigation as shown on the approved landscape plans for the Project and as required by the City's Arborist. **MM AES-06: Protection in Place and Construction Monitoring for CDF and Historic Structures:** During construction, the City of Ontario, Utilities Department shall provide construction monitoring by the City's Archaeologist (who meets the Secretary of Interior's Standards for education and experience) and a geotechnical engineer licensed to work in California. Monitoring shall be provided for earthwork, pipeline construction, connections within the Euclid Avenue parkway and median, and irrigation system modifications, throughout the Project Alignment, and within 25 feet of any CDF. This work is further detailed in **MM CUL-01 through MM CUL-06.** **MM AES-07: Permanent Above-grade Equipment**: Prior to the start of construction, the City of Ontario Utilities Department shall verify that all above grade related equipment shall be screened from public view by any combination of non-reflective paint to match surrounding area, collocation on existing light fixtures or poles, and/or through a stealth design.	Throughout construction and within three years of new landscape planting Throughout construction Prior to construction and throughout construction	City's Certified Arborist, Contractor, City of Ontario, and City of Ontario's Archaeologist (regarding CDF historical integrity of Euclid Avenue during construction. City of Ontario Utilities Department City of Ontario Utilities Department and Contractor	Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Aesthetics	a), b) continued…	See Mitigation Measure **MM BIO-01: Preconstruction Bird Nesting Clearance Survey.**	If construction occurs between February 1 and August 31, a pre-construction survey for nesting birds shall be conducted three days prior to any vegetation removal or ground disturbing activities.	Project Biologist, City of Ontario Utilities Department	Initials: _____ Date: _____
	c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	See Mitigation Measure **MM CUL-01 through MM CUL-06**. See Mitigation Measures **MM AES-01 through MM AES-07**.	Prior to construction, ongoing during construction, and three (3) years after replanting.	City of Ontario, City's Certified Arborist, Contractor, and City of Ontario Archaeologist	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Air Quality	c) Expose sensitive receptors to substantial pollutant concentrations?	**AQ-01: Fugitive Dust Control:** City of Ontario Utilities Department shall verify that the following measures shall be incorporated into Project plans and specifications and implemented throughout construction: A. **High Winds-** All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions. B. **Watering-** The contractor shall verify that all disturbed areas within the Project are watered with complete coverage of disturbed areas at least two times a day, preferably in the mid-morning, afternoon, and after work is done for the day. Additional watering can be applied if fugitive dust is observed leaving the Project site. C. **Speed Limit-** The contractor shall ensure that construction traffic speeds on the Project site are reduced to 10 miles per hour or less. D. **Idling-** Plans, specifications and contract documents shall direct that a sign must be posted on-site stating that construction workers shall not idle diesel engines in excess of five minutes. E. **Equipment-** During grading activity, all construction equipment greater than 150 horsepower shall be CARB Tier 3 Certified. F. **Paints-** Only Zero-Volatile Organic Compounds" paints (no more than 150 gram/liter of VOC) and/or High-Pressure Low Volume (HPLV) applications consistent with South Coast Air Quality Management District Rule 1113 shall be used if painting occurs within the footprint of the Project. G. **Track out-** Install and maintain track out control devices in effective condition at all access points where paved and unpaved access or travel routes intersect (e.g., Install wheel shakers, wheel washers, and limit site access. H. **Stable Crust-** Reestablish stable surfaces on all roadways, driveways, sidewalks, etc., shall be completed after grading and earthwork, unless seeding or soil binders or covering is used in travel areas. I. **Covered Truckloads-** When materials are transported off-site, all material truckloads shall be covered, effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.	Prior to Project approval and throughout construction	City of Ontario and contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Air Quality	c) Continued…	J. **Street Sweeping-** All streets shall be swept at least once daily using SCAQMD Rule 1186 certified street sweepers if visible soil materials are carried to adjacent streets. K. **Dust Control-** The contractor or City's Utilities Department shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent dust offsite. L. **Public Contact-** Post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall respond and take corrective action within 24 hours. M. **Materials/Stockpiles-** Any on-site stockpiles of debris, dirt or other dusty material shall be covered or watered as necessary to minimize fugitive dust. N. **Electric Equipment-** Use electric construction equipment where technically feasible, i.e., a competent electronic version of the equipment is commercially available.	Prior to Project approval and throughout construction	City of Ontario and contractor	Initials: Date:
		AQ-02: Exhaust Emissions Control: Equipment emissions shall be minimized by the contractor throughout construction with the following practices documented in the contractor's compliance log and verified by the City of Ontario during construction inspections. A. **Equipment Maintenance-** Utilize well-tuned off-road construction equipment. B. **Tier-3-** Establish a preference for contractors using Tier 3-rated or better heavy equipment. C. **Idling-** Enforce 5-minute idling limits for both on-road trucks and off- road equipment.	Throughout Project construction and during earthwork/ excavation	Contractor; City of Ontario	Initials: _____ Date: _____
Biological Resources	**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?**	**MM BIO-01: Preconstruction Bird Nesting Clearance Survey:** Prior to construction, the City of Ontario shall retain a biologist to conduct preconstruction nesting surveys and establish buffers for active nests if needed. If construction occurs between February 1st and August 31st, the Contractor and City of Ontario shall schedule a pre-construction clearance survey for nesting birds within three (3) days of the start of mobilization, vegetation removal, tree work, or ground disturbance to ensure that no nesting birds will be disturbed during construction. The biologist shall provide a report of findings to the contractor and City.	Prior to mobilization and between February 1 and August 31.	City's Biologist and City of Ontario, Contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Biological Resources	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?	A. **Retain a Qualified Biologist-** The City of Ontario shall retain a qualified biologist to conduct the clearance survey that should document a negative survey with a brief letter report indicating that no impacts to active avian nests will occur. B. **Buffers for Active Nests-** If an active avian nest is discovered during the pre-construction clearance survey, construction activities should stay outside of a no-disturbance buffer. The size of the no-disturbance buffer will be determined by the City's Biologist and will depend on the level of noise and/or surrounding anthropogenic disturbances, line of sight between the nest and the construction activity, type and duration of construction activity, ambient noise, species habituation, and topographical barriers. These factors will be evaluated on a case-by-case basis when developing buffer distances. C. **Establishment of Buffers for Active Nests and Limits of Construction-** Buffers will be established to avoid an active nest by the City's Biologist in the field with flagging, fencing, or other appropriate barriers; and construction personnel will be instructed on the sensitivity of nest areas. The City's Biologist should be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once the young have fledged and left the nest, or the nest otherwise becomes inactive under natural conditions, construction activities within the buffer area can occur.	Prior to mobilization Throughout Construction during the bird nesting season Throughout Construction during the bird nesting season	City of Ontario City's Biologist and City of Ontario, Contractor City's Biologist and City of Ontario, Contractor	Initials: _____ Date: _____ Initials: _____ Date: _____
Biological Resources	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?	See Mitigation Measure **MM HYDRO-01: SWPPP**. See Mitigation Measure **MM HYDRO-02: Construction During Storm Events**.	Prior to plan approval and throughout construction	Contractor and City of Ontario	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
	e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	See Mitigation Measures **MM AES-01 through MM AES-06.**	Prior to and throughout construction. Tree monitoring is required during three years after construction and final planting.	Contractor, City of Ontario Utilities Department, City's Arborist	Initials: _____ Date: _____
		See Mitigation Measures **MM BIO-01: Preconstruction Bird Nesting Clearance Survey.**	Between February 1 and August 31, survey for nesting birds three days prior to start of construction. The nesting bird survey shall be repeated after five days of inactivity in the construction schedule. .	City's Biologist, City of Ontario	Initials: _____ Date: _____
Cultural Resources	**a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?**	**MM CUL-01 through MM CUL-06 and MM AES-01 through MM AES-07. For Tribal Cultural Resources, also see MM TCR-01 through MM TCR-03.**	Prior to Project approval, implemented throughout construction, and for three years after the last planting.	Ontario Utilities and Planning Depts. and Historic Preservation Committee, Contractor, City's Archaeologist and Tribal Monitor.	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	MM CUL-01: Archeological and Historical Monitoring: A. **Retain a Qualified Archaeological Monitor-** Prior to mobilization, the City of Ontario shall retain a qualified archaeologist, meeting SOIS[3] standards, to provide the following services for cultural and historical resources: Worker environmental awareness training, establishing/maintaining resource protection buffers, and monitoring historical resources (CDF) and earthwork in native soils. The City's Archaeologist shall also assist the City's Engineer and the Project Geotechnical Engineer in periodic visual inspections of all CDFs during construction for damage and shall provide recommendations to the City of Ontario for restoration of historical CDF resources if damaged. The City's Archaeologist shall maintain monitoring records and, upon request, provide these records to the Ontario Utilities Department and native American Tribal representatives upon request. B. **CDF Buffers -** The City's Archaeologist shall establish buffers for protection and monitoring of CDF structures, trees, and features prior to mobilization. The City's Archaeologist shall provide monitoring of CDF and buffer maintenance throughout construction. The Contractor shall coordinate with the City's Archaeologist and Arborist so that visual monitoring within buffers occurs during earthwork, staging, access, construction, and tree work within 25 feet of CDF structures and features. Materials deliveries, access, trenching, any tree work, and ground disturbance activities for pipe installations, irrigation system modifications, tree removal/replacements within the established barriers, within 25 feet of any CDF features including trees, masonry and granite curbs, scored sidewalks, and structures listed in **MM CUL-06** shall be monitored as described in << CUL-01, C.	Prior to and throughout construction Prior to and throughout construction	City of Ontario Utilities Department, City's Archeologist, Contractor, City's Certified Arborist City of Ontario Utilities Department, City's Archeologist, contractor, City's Certified Arborist	Initials: _____ Date: _____ Initials: _____ Date: _____

[3] The Secretary of the Interior's Standards for the Treatment of Historic Properties.

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	b) Continued…	**C. CDF Structure Monitoring -** CDF shall be protected in place with avoidance buffers marked in the field prior to construction monitoring during construction. Structure monitoring during construction shall be by the City Engineer and City's Geotechnical Engineer who will make recommendations to adjust construction methods and to minimize damage. The City's Archaeologist shall provide visual monitoring of CDF. Monitors have the authority to halt/redirect construction if structure damage occurs and to recommend alternative construction methods to minimize damage (e.g., non-mechanized hand tools or hand digging). Monitoring is required at: *i.* Bandstand (north of E. C Street). *ii.* Veterans Obelisk (north of E. B Street). *iii.* Mule Car (south of E. B Street). *iv.* Women's Temperance Union Drinking Fountain (north of E. C St.). *vi.* Armstrong rose beds. *v.* King Standard Lampposts/reconstructed lampposts. (vintage streetlights). *vi.* Granite and concrete curb and gutter. *vii.* Scored sidewalks in the parkways.	Prior to and throughout construction	City of Ontario Utilities Department, City's Archeologist, contractor, City's Geotechnical Engineer	Initials: _____ Date: _____
		D. Buried Resources Monitoring– The City shall provide monitors for archaeology and tribal resources during earthwork. Verification of monitoring under direct supervision of a cultural resources professional meeting SOIS qualifications is required. Monitors are empowered to temporarily halt/redirect construction if buried cultural resources are found. The contractor shall immediately halt all work within 60 feet of a find and notify the City's Archaeologist for examination/evaluation, then appropriate actions (e.g., preservation in place, excavation, recovery, and professional curation). (Also see **MM TCR-01 and MM TCR-02).** Salvage excavation and reporting requirements shall be established by the City's Archaeologist for new finds. Prehistoric or historic materials may include: *i.* Historic-period artifacts and fragments, glass bottles, cans, nails, ceramic and pottery fragments, and other metal objects. *ii.* Historic-period structural/building foundations, walkways, cisterns, pipes, privies, and other structural elements. *iii.* Prehistoric flaked-stone artifacts or debitage (waste), obsidian, basalt, and or cryptocrystalline silicates. *iv.* Groundstone artifacts, including mortars, pestles, and grinding slabs.	Prior to and throughout construction during earthwork in native soils	City of Ontario Utilities Department, City's Archeologist, contractor, Native American Monitor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	b) Continued…	*v.* dark, greasy soil that may be associated with charcoal, ash, bone, shell, flaked stone, groundstone, and fire affected rocks; and *vi.* Human remains and Funerary objects. **MMM CUL-02: Vibration Monitoring:** Prior to approval of final improvement plans and specifications, the City Engineer or designated representative shall verify that the plans show both a 50-foot radius from trenches and a 100-foot radius between proposed driven shoring systems and historic era structures and resources (P-36-15982: Euclid Avenue; P-36-15983: Mule Car and railroad tracks; P-36-16417: San Bernadino-Sonora Road). During construction, the City's licensed geotechnical engineer for the Project will utilize these areas for vibration monitoring and settlement monitoring where plans show excavations will be deeper than 10 feet and the need for shoring is established or for work within the Project Alignment and adjacent to the Euclid Avenue center median. **MM CUL-03: Worker Environmental Awareness Training:** The Ontario Utilities Department shall schedule and hold a worker environmental awareness (WEAP) training prior to contractor mobilization. The purpose of the training is to, alert field personnel to the possibility of buried prehistoric or historic cultural deposits, fossils, and CDF avoidance and protection as well as next steps if resources are encountered or damage occurs.	Prior to plan approval and throughout construction Prior to Project approval Prior to mobilization and construction	City of Ontario Utilities Department, contractor and archaeologist City of Ontario Utilities Department, Contractor, City's Archeologist City of Ontario Utilities Department, Contractor, City's Archeologist, Tribal monitor, City's Certified Arborist	Initials: _____ Date: _____ Initials: _____ Date:_____ Initials: _____ Date:_____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	b) Continued…	**MM CUL-05: Protection and Restoration of Masonry and Structures.** Prior to start of construction a contractor experienced in historical restorations shall be retained for the Project by the City for the purpose of restoring historic-age masonry (granite cobblestone curbs), curbs, gutters, and sidewalks, structures and CDFs that may be damaged during construction. Said restoration must be completed prior to issuance of certificate of completion to the contractor by the City. **A.** Masonry and structures shall be avoided, protected in place, and preserved to the greatest extent feasible by the City's contractor during construction as follows: *i.* **CDF Protection in Place.** Granite cobblestone curbs (defined as CDFs) must be protected in place throughout the entire Euclid Avenue median and within much of the Euclid Avenue parkway and in other parts of the downtown. Archaeological monitoring is required within 25 feet of these CDF. The City's monitors will have the authority to halt and redirect work if there are signs of damage to CDF. *ii.* **CDF Avoidance (Off-site Storage and Reinstallation).** Construction activities should avoid granite cobblestone curbs where feasible. This involves establishment of buffers and avoidance or these CDF features can be carefully removed, stored/protected, and reinstalled by the Contractor under supervision of the City's monitoring archaeologist.	Prior to and throughout construction	City of Ontario Utilities Department, Contractor, City's Archaeologist	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	b) Continued…	*iii.* **CDF Preservation and Restoration.** Where avoidance is not feasible, the overall design, spatial relationships, and visual character of the CDF and granite cobblestone curbs aligning the Euclid Avenue parkways [and throughout the downtown northern portion of the project alignment (See **Figure 2a and MM CUL-06**)] should be preserved and maintained to the greatest extent feasible or restored by the City's historical contractor: ***a)*** Retain existing granite cobblestone and concrete curbs and historic-age sidewalks by creating barriers/buffers between active construction or staging and these CDF features. ***b)*** Carefully remove existing granite cobblestone and concrete curbs and historic-age sidewalks (CUL-05, a, ii) prior to construction and replace once construction is complete. ***c)*** Repair damaged concrete by patching with new that duplicates the old in strength, composition, color, and texture. ***d)*** Replace severely deteriorated or missing portions of granite cobblestone and concrete curbs in kind to match extant originals. ***1.*** Replacement cobblestone curbs should be replaced consistently with a plan developed by the City. ***2.*** When sections of modern concrete curb replace the original cobblestone curbs, these should be replaced with cobblestone curbs per the Euclid Avenue Historic Property Treatment and Maintenance Plan to re-establish historic continuity as much as possible. ***3.*** Do not paint the existing historic cobblestone and concrete curbs; remove paint from such features as appropriate (Caltrans 2023:46).	Prior to and throughout construction	Contractor, City of Ontario, City's Archaeologist	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	b) Continued…	**MM CUL-06: Historic Restoration.** Trees that are identified for removal with the project or that are incidentally damaged or die during the three-year monitoring period shall be replaced according to Mitigation Measures **MM AES-01 through AES-05**. Restorations shall adhere to the following guidance and input from the City's arborist and landscape architect for the Project regarding planting and care: **A. CDF Trees –** CDF trees are any of the double row of pepper trees in the Euclid Avenue median, any silk oak trees in the Euclid Avenue Parkway, and any oaks planted in the parkway between Holt Boulevard and G Street. (Per the Euclid Avenue Historic Preservation, Treatment, and Maintenance Plan, individual severely damaged trees should be replaced in kind or with a species compatible with the historic character of the historic property). New trees of a compatible species can be planted to complete gaps in continuous tree rows to restore the original landscape design of the parkways and median and overall visual character of the Euclid Avenue historic property. *i.* **Size -** 60-inch boxed replacement trees will be planted at a 1:1 ratio in compliance with the HPTMP. *ii.* **Species -** Schinus molle (California pepper) shall be installed as replacement trees within the Euclid Avenue median. Grevillea robusta (silk oak) shall be installed as replacement trees in the Euclid Avenue parkway. Arbutus unedo (strawberry tree) shall be installed as replacement trees along W. Flora Street. *iii.* **Planting Methods –** Planting methods including staking, soil amendments, and backfill shall be field verified for consistency with approved landscape plans by the City's Arborist throughout construction. *iv.* **Irrigation –** Irrigation shall be field verified for consistency with approved landscape plans by the City's Arborist throughout construction.	Throughout construction and three years after planting	Contractor, City of Ontario Utilities Department, City's Certified Arborist	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	b) Continued…	**B. Heritage Trees –** Preservation is the preferred method of mitigation for Heritage Trees. Where preservation is not feasible, Mitigation Measures MM AES-01 through AES-06 will be implemented. The following shall apply to trees of historic or cultural significance, or a tree of importance to the community due to any one of the following factors: *i.* **Size–** Large or old trees located in the City, with a trunk diameter of 18 inches or greater, measured at 54 inches above natural grade; or *ii.* **Association-** Historical significance due to association with an historic building, site, street, person, or event; or *iii.* **Neighborhood Landmarks-** It is a defining landmark or significant outstanding feature of a neighborhood or district, or typical of early Ontario landscapes, including [i] Camphor Tree (Cinnamomum camphora), [ii] Cedrus deodara (deodar cedar), [iii] Platanus acerifolia, [iv] Quercus suber (cork oak), [v] Quercus ilex (holly oak), or [vi] Schinus molle (California pepper); or *iv.* **Native Trees-** The term "Native Tree" means any one of the following California native tree species, which has a trunk diameter of more than 8 inches, measured at 54 inches above natural grade, including [i] Platanus racemosa (California Sycamore), [ii] Pinus torreyana (Torrey Pine), [iii] Quercus agrifolia (Coast Live Oak), [iv] Quercus engelmannii (Engelmann Oak), [v] Quercus lobata (Valley Oak), or [vi] Umbellularia californica (California Bay).	Throughout construction	Contractor, City of Ontario Utilities Department, City's Certified Arborist	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	b) Continued…	*v.* **Scored Sidewalks–** Scored sidewalks (defined as CDFs in the Euclid Avenue Historic Preservation, Treatment, and Maintenance Plan) are located throughout much of the Euclid Avenue parkway and in other parts of the downtown northern project area shown on Figure 2A and shall be avoided/protected in place with barriers or equivalent methods approved by the City's Archaeologist. The contractor's installation and maintenance of these barriers during staging, construction access, and throughout construction of recycled water laterals and connections between the new pipeline with existing infrastructure shall be monitored by the City's Archaeologist. Staging, access, and construction activities should avoid granite cobblestone curbs where feasible. Where avoidance is not feasible, the overall design, spatial relationships, and visual character of the scored concrete sidewalks along the Euclid Avenue parkways [and throughout the downtown portion of the Project as shown on Figure 2A] should be preserved and maintained to the greatest extent feasible, by implementing the following restorations: *a)* **Sidewalk Widths -** Maintain existing sidewalk width. *b)* **Scoring-** Retain extant sidewalks with historic scored concrete pattern throughout. *c)* **Sidewalk Repairs-** Repair any damaged concrete by patching with new concrete that duplicates the old in strength, composition, color, and texture. *d)* **Sidewalk Replacement -** severely deteriorated or missing portions of historic sidewalk in kind to match the extant historic concrete sidewalks in composition, color, and texture. *e)* **Sidewalk Stamps-** New concrete sections that emulate the old should be stamped with the new date as to be compatible with but differentiated from the old, as to clearly be a record of its time and place as a later repair (Caltrans 2023: 47). *f)* **Historic Sidewalk Stamps –** Existing sidewalk stamps shall be protected in place or carefully removed, stored, protected, and reinstalled post construction as monitored by the City's Archaeologist.	Throughout construction Throughout construction	Contractor, City of Ontario, City Archaeologist Contractor, City of Ontario, City Archaeologist	Initials: _____ Date: _____ Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	b) Continued…	vii. **Vintage Lighting–** As defined CDFs in the Euclid Avenue HPTMP, vintage lighting located throughout much of the Euclid Avenue parkway and median shall be protected and avoided during construction. Impacts from staging, access, and the construction of recycled water laterals that tie new pipeline into existing infrastructure (conceptually depicted in Figure 2A and 2B) shall be avoided to the greatest extent feasible. Vintage lighting (King Standard lampposts, Cobra lampposts and replica lampposts surrounding the community bandstand) shall be retained. Appropriate treatment throughout construction, to be implemented by the contractor, within the portions of the downtown project alignment that contain vintage lighting are as follows: ***a)*** Retaining the historic King Standard lampposts, Cobra lampposts and replica lampposts surrounding the community bandstand. These existing lampposts should be retained throughout. ***b)*** Any damaged or deteriorated lampposts should be repaired and cleaned of corrosion as needed. ***c)*** Replace broken or missing glass within the lanterns in kind. **d)** For consistency, lampposts requiring replacement or new light post should conform to the standard plan developed by the City. ***e)*** Where deterioration necessitates replacement, individual lampposts should be replaced in kind. ***f)*** Where necessary to meet new safety requirements, compatible light fixtures should be added to the greatest extent feasible.	Throughout construction	Contractor, City of Ontario, City Archaeologist	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Cultural Resources	**c) Disturb any human remains, including those interred outside of dedicated cemeteries?**	**MM CUL-04: Human Remains and Funerary Objects.** If human remains are encountered during any project activities, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC.	Upon the discovery of human remains Throughout Project activities.	County Coroner, City of Ontario, contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Geology and Soils	b) Result in substantial soil erosion or the loss of topsoil?	**MM GEO-01: Uniform Building Code and California Building Code-** The structural design and construction of new structures will be verified by the City of Ontario Utilities Department, prior to Project approval, to be in accordance with the requirements of the most recent Uniform Building Code (UBC) and California Building Code (CBC) including the latest supplements for Groundshaking Zone 4 as described in the 2001 California Building Code Vol. 28 and all other applicable City, County, State and Federal laws, regulations and guidelines, at a minimum.	Prior to the approval of Project plans	Project contractor; City of Ontario	Initials: _____ Date: _____
		MM GEO-02: Performance Standards- The City of Ontario Utilities Department shall verify prior to Project approval and during construction inspections that the Project is designed and constructed in accordance with the following performance standard for Risk Class I & II, e.g., public facilities, as identified below: A. **Risk Class I & II, Structures Critically Needed after Disaster:** Structures which are critically needed after a disaster include important utility centers, fire stations, police stations, emergency communication facilities, hospitals, and critical transportation elements such as bridges and overpasses and smaller dams. B. **Acceptable Damage:** Minor non-structural; facility should remain operational and safe or be suitable for quick restoration of service.	Prior to the approval of Project plans and during construction	Project contractor; City of Ontario	Initials: _____ Date: _____
		MM GEO-03: Cover Stored Backfill- Stored backfill material shall be covered by the contractor with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sandbags shall be used to capture and hold eroded material on the Project site for future cleanup. These requirements shall be verified during the City's construction inspections.	Throughout Project construction and during earthwork/ excavation	Project contractor; City of Ontario Utilities Department	Initials: _____ Date: _____
		MM GEO-04: Excavated Areas- The City of Ontario Utilities Department shall verify throughout construction that excavated areas are properly backfilled and compacted. Paved areas disturbed by this Project will be repaved in such a manner that roadways and other disturbed areas are returned to as near the pre-Project condition as is feasible.	Upon the competition of excavation and proposed earthwork	Project contractor; City of Ontario	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Geology and Soils	b) Continued…	**MM GEO-05: Disturbed Soils-** The City of Ontario shall verify through construction inspections that all exposed, disturbed soil (trenches, stored backfill, etc.) will be sprayed with water or soil binders twice a day or more frequently if needed, by the contractor throughout construction, if fugitive dust is observed migrating from the Project.	Throughout Project construction and during earthwork/ excavation	Project contractor; City of Ontario	Initials: _____ Date: _____
		GEO-06: Open Trench- The length of trench, which can be left open at any given time, will be verified by the contractor and the City of Ontario inspector throughout construction. Open trenches shall be limited to what is needed to reasonably perform construction activities. This will serve to reduce the amount of backfill stored onsite at any given time.	Throughout Project construction and during earthwork/ excavation	Project contractor; City of Ontario	Initials: _____ Date: _____
	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**MM PALEO-01: Buried Paleontological Resources-** If paleontological resources are found during earthwork, the contractor shall temporarily halt work in the immediate area surrounding the find and have the City's Archaeologist inspect/evaluate the find and consult with qualified paleontologists from the San Diego Natural History Museum who will be on call for the Project to determine proper treatments. **Also See Mitigation Measure MM CUL-03: Worker Environmental Awareness Training**	Prior to mobilization and ongoing during construction	City Utilities Department, Contractor and Qualified Project Archeologist	Initials: _____ Date: _____
Hazards and Hazardous Materials	c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	**MM HAZ-01: Coordination with Local Schools/School Districts.** Prior to start of construction, the Contractor shall coordinate with the schools and school districts for nearby schools as follows: Chaffey High School, Vina Danks Middle School, Champions at Euclid Elementary, Turciz Family Daycare, St. George School, Heavenly Care Daycare and Preschool, Banal Na Pag Aral, Sunrise Children Center, and Live Oak Preschool. **A.** Provide the construction schedule to school districts and to nearby schools within ¼ mile. This includes the schools in the Chaffey Joint Union High School District, Ontario-Montclair School District, and Chino Valley Unified School District, 30 days prior to start of construction: **B.** Construction within 1,320 linear feet of the schools listed in MM HAZ-01, A. shall be scheduled when schools are not in session. **C.** The contractor shall coordinate with the school districts and the public as follows:	Prior to the start of construction and ongoing during construction	Chaffey Union High School District, Ontario-Montclair School District, Chino Valley Unified School District, contractor, City of Ontario Utilities Department	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Hazards and Hazardous Materials		*i.* Coordination shall occur throughout construction and consist of signage, door hangers, and updated messages on the City's website, or equivalent methods regarding the construction schedule and detours for the Project. *ii.* The contractor shall keep records of this coordination at the Project Site for review by the grading and building inspectors.			
		MM HAZ-02: Hazards and Hazardous Materials Manifest and Plan. Prior to issuance of permits and start of construction, the contractor shall provide a manifest of construction materials and a plan for proper handling, disposal, contingency, and emergency response to the Building Official and Fire Department for verification of adequate contingency measures in regard to fire prevention, hazards, and potentially hazardous materials used, stored and handled onsite during construction. This shall include a plan incorporating fencing, isolation/barriers to secure access of construction and staging areas and to separate adjacent land use from active construction. Contractor compliance shall be monitored throughout construction by the Fire Department and through City inspections.	Prior to the issuance of permits and start of construction; monitored throughout construction	Contractor, Ontario Fire Department, City of Ontario Utilities Department, contractor	Initials: _____ Date: _____
	f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	**See Mitigation Measure MM TRAF-01: Traffic Control Plan (TCP).**	Prior to the issuance permits and start of construction; monitored throughout construction.	City of Ontario and contractor	Initials: _____ Date: _____
		See Mitigation Measure MM PUB-01: Coordination with Schools, Local Agencies, and Neighborhoods.	Prior to finalizing the traffic control plan and throughout construction	City of Ontario and contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Hydrology and Water Quality	a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	**MM HYDRO-01: SWPPP:** Prior to Project approval, the City of Ontario shall verify that a Project-specific Storm Water Pollution Prevention Plan (SWPPP) has been developed and implemented into the plan set for implementation by the contractor throughout construction activities. The SWPPP may include, but is not limited to the following measures: **A. Inventory of Materials and Activities that May Pollute Storm Water** *i.* Must include list of all construction materials that will be used and activities that will be performed that produces pollutants (*Pursuant to Section 500.3.1, City of Ontario SWPPP*); *ii.* A separate list must be provided for activities that will be performed that produces sediment as a pollutant (*Pursuant to Section 500.3.1, City of Ontario SWPPP*). **B. Erosion Control** (*Pursuant to Section 500.3.4, City of Ontario SWPPP*) *i.* Detail erosion control measures pursuant to CASQA Factsheet EC-1 to EC-16 implementing BMPs intended to control sedimentation and erosion in disturbed areas during construction activities. BMPs include: *a)* Incorporation of erosion control into the construction schedule (EC-1). *b)* Minimal land disturbance and avoidance measures in sensitive land areas (EC-2) including natural water bodies or natural drainage systems. *c)* Stabilization measures in disturbed areas via Hydraulic mulch (EC-3), Hydroseeding (EC-4), Soil binders (EC-5), straw mulch (EC-6), geotextiles and mats (EC-7), wood mulching (EC-8), compost blankets (EC-14), nonvegetative stabilization (EC-16). *d)* Collect sediment-laden runoff in temporary sediment basins (EC-9), velocity dissipation devices (EC-10), slop drains (EC-11), streambank stabilization (EC-12); Soil testing prior to start of construction to ensure selection of appropriate BMPs and prepare soil for vegetation enhancements (EC-15).	Prior to Project approval and throughout construction.	City of Ontario and contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Hydrology and Water Quality	a) Continued…	**C. Sediment Control** (Pursuant to Section 500.3.5, City of Ontario SWPPP) *i.* Detail sediment control measures pursuant to CASQA Factsheet SE-1 to SE-14 implementing soil prevention and control measures: *a)* Protect all stockpiles from stormwater run-on using temporary perimeter sediment barriers such as compost berms (SE-13), temporary silt dikes (SE-12), fiber rolls (SE-5), silt fences (SE-1), sandbags (SE-8), gravel bags (SE-6), or biofilter bags (SE-14). *b)* Detail drain inlet protection in the public right-of-way pursuant to CASQA Factsheet SE-10 implement SE-2, Sediment Basin or SE-3, Sediment Trap and/or used in conjunction with other drainage control, erosion control, and sediment control BMPs to protect the site; **D. Track-out Control** (*Pursuant to Section 500.3.6, City of Ontario SWPPP*) *i.* Stabilize entrance and egress from construction site to minimize track-out. *ii.* Detail on-site concrete wash out area to minimize track-out. *iii.* Detail stockpile management, material storage & delivery areas to minimize dust and control loose materials. **E. Waste Management and Materials Pollution Control** (*Pursuant to Section 500.3.9, City of Ontario SWPPP*) *i.* Implement waste disposal and solid waste management practices with covered waste receptacles. *ii.* Locate temporary sanitary waste facilities implementing proper disposal practices including: *a)* Place covered trash and recycling cans in accessible areas for use near active construction. *b)* Cover and maintain dumpsters. Check frequently for leaks. Never clean a dumpster by hosing it down on-site where wash water can enter the storm drain system. *c)* Dispose of trash daily. *iii.* Sweeping areas around dumpsters and prohibiting the disposal of liquid chemicals or waste in dumpsters.	Prior to Project approval and throughout construction.	City of Ontario and contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Hydrology and Water Quality	c) Substantially alter the existing drainage patterns 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: iv. impede or redirect flood flows?	**MM HYDRO-02: Limitation on Construction During Storm Events.** Ongoing throughout construction, the Project contractor shall coordinate with the City of Ontario to halt construction during storm events to minimize the chance of flooding during open trench construction and earthworks. In the event of storm, areas of active construction shall be protected in place and covered by trench plates and protected with perimeter sandbags to minimize potential sedimentation and impacts to construction trenches.	Throughout construction During construction	City of Ontario Utilities Department and contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Land Use and Planning	a) Physically divide an established community?	See Mitigation Measure MM AES-01 through MM AES-07.	Prior to construction and, throughout construction, and three years after the last restoration planting	Contractor and City of Ontario	Initials: _____ Date: _____
	b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	See Mitigation Measure MM BIO-01: Preconstruction Bird Nesting Survey.	If construction occurs between February 1 and August 31, a pre-construction survey for nesting birds shall be conducted three days prior to any vegetation removal or ground disturbing activities.	City's Biologist, City of Ontario	Initials: _____ Date: _____
Noise	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?	**BMP NOI-01: Construction Noise Best Management Practices: Noise Reducing Barriers.** Prior to the final approval of Project plans, the City Engineer shall verify that the construction bid documents show mandatory implementation of at least one of the following BMPs during the operation of construction equipment[2] by the Project contractor: • Use an alternative piece of equipment that does not exceed a noise level of 80 dB at a distance of 28 feet; or • Install a muffler that lowers full operational power to 80 dB or less (a reduction of 17 dB). Surround equipment with at least 8-foot-high solid barriers that can be made of 1-inch plywood or sound blankets during use. The goal is to provide at least 17 dB in noise reduction. The barrier must reach to the ground and be without any holes or cracks.	Prior to Project approval	City Engineer, Project contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Noise	a) Continued…				
		MITIGATION MEASURE			
		MM NOI-01: Construction Noise Management: Throughout Project construction, the following construction noise mitigation measures must be implemented by the Project contractor and City of Ontario in order for noise levels during construction activities to be considered less than significant: **A.** No construction activities shall occur during the hours of 6 PM through 7 AM, Monday through Saturday and at no time shall construction activities occur on Sundays or holidays, or a declared emergency exists. **B.** A noise complaint response program shall be established to respond to any noise or vibration complaints received for this Project by measuring noise levels at the affected receptor site. If the noise level exceeds an 80 dBA Leq at a residential receptor or 85 dBA Leq at a commercial receptor, the contractor will implement adequate measures (which may include portable sound attenuation walls, use of quieter equipment, shift of construction schedule to avoid the presence of sensitive receptors, etc.) to reduce noise levels to the greatest extent feasible. **C.** All equipment, whether fixed or mobile, will be equipped with properly operating and maintained mufflers, consistent with manufacturer standards. Enforcement will be accomplished by random field inspections by the City's inspectors during construction activities. **D.** As applicable, all equipment shall be shut off and not leG in idle when not in use. **E.** Equipment shall be maintained and operated such that loads are secured from rattling or banging.	Throughout Project construction	Project contractor; City of Ontario	Initials: _____ Date: _____

[2] As the Project was modeled as one phase (site preparation), the reduction is based on the highest needed reduction of ~17 dB for the residential and park uses along Segment 2 (457 Beverly, Ontario and James R Bryant Park). The property line of these receptors is located as close as approximately 28 feet from the centerline of the roadway associated with Segment 2 of the Project Alignment.

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Noise	a) Continued…	F. Where available, electric-powered equipment shall be used rather than diesel equipment and hydraulic powered equipment shall be used instead of pneumatic power. G. No radios or other sound equipment shall be used at the Project Site unless required for emergency response by the contractor. H. Public notice shall be given prior to initiating construction. This notice shall be provided in the form of mail or door hangers to all property owners/residents within 300 feet of the Project Site and shall be provided to property owners/residents at least one week prior to initiating construction. The notice shall identify the dates of construction and the name and phone number of a construction supervisor (contact person) in case of complaints. One contact person shall be assigned to the Project. The public notice shall encourage the adjacent residents to contact the supervisor in the case of a complaint. Residents would be informed if there is a change in the construction schedule. The supervisor shall be available 24/7 throughout construction by mobile phone. If a complaint is received, the contact person shall take all feasible steps to remove the sound source causing the complaint. I. Construction employees shall be trained in the proper operation and use of equipment consistent with the above-listed Mitigation Measures, including no unnecessary revving of equipment.	Throughout Project construction	Project contractor; City of Ontario	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Noise	b) Generation of excessive groundborne vibration or groundborne noise levels?	See Mitigation Measure BMP NOI-01: Construction Equipment and Construction Noise See Mitigation Measure MM CUL-02: Vibration Monitoring.	Prior to Project approval and throughout construction	Contractor; City of Ontario, City Engineer	Initials: _____ Date: _____
Public Services	a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: i. Fire Protection? ii. Police Protection? iii. Schools? iv. Parks?	MM PUB-01: Coordination with Local Agencies for Traffic Control: Prior to finalizing the traffic control plan, Ontario's City Engineering Division must ensure coordination occurs between Local Agencies within Ontario City Limits including Ontario Fire Department, Ontario Parks and Recreation Department, San Bernadino Sherrif's Department, City Hall, and Ontario Police Department, Chaffey Join Union High School District (CJUHSD), Ontario-Montclair School District, Chino Valley Unified School District, and Inland Library System. Coordination between Local Agencies shall include advance planning on the construction schedule so that active construction does not coincide with classes and special events. Coordination shall also involve distribution of Project information including but not limited to temporary street signs with the dates of proposed construction, mailers and door tags with a description of activities and timeframes for each neighborhood.	Prior to finalizing the traffic control plan	City of Ontario Engineering Division and contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Transportation	b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)? and d) Result in inadequate emergency access?	**MM TRAF-01: Traffic Control Plan (TCP)** The contractor shall have a Traffic Control Plan approved by the City of Ontario as part of the encroachment permit for work within the streets. The TCP shall be prepared by a licensed traffic engineer, for all project-affected roadways and intersections. The Traffic Control Plan shall comply with requirements in encroachment permits issued by the City of Ontario. The Traffic Control Plan shall include, but not be limited to, the following measures the following measures from the City of Ontario: 1. **Maintain Vehicular Access**: Maintain the maximum amount of travel lane capacity during construction periods, with all trenches covered with steel plates during non-working hours. Provide flagger-control at all active construction sites. 2. **Construction Work Limits**: Limit the construction work zone in each block to a width that, at a minimum maintains continuous alternate one-way traffic flow past the construction zone. Alternatively, use detour signing on alternate access streets when temporary full street closure is required. 3. **Timing**: Restrict construction to non-peak traffic periods as required for specific work sites, such as schools, in encroachment permits. Weekend and night shifts may be considered in non-residential areas only. 4. **Construction Coordination**: Coordinate construction activities (time of year and duration) to minimize overlap with special events and peak use periods for parks, public facilities, City Hall, and commercial businesses. 5. **Roadway Signs**: Post advanced warning of construction activities (e.g., signs, articles in newspapers, door hangers, notices on radio/TV, etc.) to allow motorists to select alternative routes in advance and identify alternate routes and detours around construction zones. 6. **Bicycle Access**: Pursuant to City of Ontario Policy M-2.2 Bicycle System, the traffic control plan must maintain shared bicycle access on roadways with Class III Bike Lanes to ensure mobility is maintained throughout Project construction. 7. **Pedestrian Walkways**: Pursuant to City of Ontario Policy M-2.3-Pedestrian Walkways, the traffic control plan must maintain safe and comfortable mobility between residential areas, businesses, schools,	Prior to mobilization, and construction	City of Ontario and contractor	Initials: _____ Date: _____

	b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)? and d) Result in inadequate emergency access?	parks, recreation areas, and other key destination points throughout Project construction. 8. **Steel Trench Plates:** Install steel trench plates at the construction sites to temporarily restore access and uses within public Right-of-Way during non-working hours. **MM TRAF-02: Encroachment Permits-** Prior to active Project construction, the City's Engineering and Utilities Departments, must approve and issue encroachment permits for temporary construction work within the public right-of-way and long-term maintenance of the recycled water mains, connections, and laterals. No new driveways would be established. Throughout Project construction, the Project contractor will be responsible for the enforcement of the temporary encroachment permit.	Prior to mobilization, and construction	City of Ontario and contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
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	**See MM CUL-01: Archeological Monitoring, MM CUL-02: Vibration Monitoring, and MM CUL-03: Worker Environmental Awareness Training, MM TCR-01: Pre-contact Cultural Resources, and MM TCR-02: Records and Documents.** **MM TCR-01: Pre-contact Cultural Resources-** The Yuhaaviatam of San Manuel Nation Cultural Resources Management Department (YSMN) shall be contacted, as detailed in CUL-1, of any pre-contact cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site. **MM TCR-02: Records and Documents-** Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.	Prior to and during Construction During monitoring of earthwork During Construction	City of Ontario, contractor, City's Archaeologist City of Ontario, contractor, City's Archaeologist City of Ontario, contractor, City's Archaeologist	Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Tribal Cultural Resources		**MM TCR-03: Gabrieleno Band of Mission Indians- Kizh Nation:** Prior to issuance of a grading permit and ground disturbance, the City of Ontario shall contact the Gabrieleno Band of Mission Indians-Kizh Nation and provide the tribe with written notification with a schedule of the Project's ground disturbing activities and provide the tribe an opportunity to have a tribal monitor on-site during these activities, if required. A copy of the written notification shall be provided to the City of Ontario prior to the issuance of the first permit and ground disturbance.	Prior to and throughout earthwork during construction	City of Ontario and contractor	Initials: _____ Date: _____
Utilities and Services	**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?**	STANDARD CONDITION			
		SC UTL-01: Waste Management Plan. Prior to Project construction, the City's Engineering Department shall verify that Project plans and specifications include standards conditions pertaining to good housekeeping practices and recycling. The City's standard plan check and review process will ensure the following measures are included in Project Specifications and maintain throughout active construction within the Project Area:	Prior to and throughout construction	City of Ontario Engineering Department and contractor	Initials: _____ Date: _____
		A. **Site Clean Up:** The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and cleanup efforts shall be made prior to weekends, holidays and predicted storm events.	Prior to and throughout construction	City of Ontario Engineering Department and contractor	Initials: _____ Date: _____
		B. **Continuous Street Sweeping throughout active construction:** Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean, the City will take measures to clean it and back charge the Contractor.	Prior to and throughout construction	City of Ontario Engineering Department and contractor	Initials: _____ Date: _____
		C. **Recycling Construction Material:** Pursuant to 2019 CALGreen Building Code Section 4.408, the Project contractor shall ensure approximately 65 percent of nonhazardous construction and demolition waste is recycled and/or salvaged for reuse.	Prior to and throughout construction	City of Ontario Engineering Department and contractor	Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Utilities and Services	d) Continued…	D. **Solid Waste Management:** Refer to CASQA Factsheet WM-5 and WM-6. i. Select designated waste collection areas onsite. ii. Inform trash-hauling contractors that you will accept only watertight dumpsters and recycling containers for onsite use. Inspect dumpsters for leaks and repair any dumpster that is not watertight. iii. Locate containers in a covered area or in a secondary containment. iv. Provide an adequate number of containers with lids or covers that can be placed over the container to keep rain out or to prevent loss of wastes when it is windy. v. Cover waste containers at the end of each workday and when it is raining. vi. Plan for additional containers and more frequent pickup during the demolition phase of construction. vii. Collect site trash daily, especially during rainy and windy conditions. viii. Remove this solid waste promptly since erosion and sediment control devices tend to collect liter. ix. Make sure that toxic liquid wastes (used oils, solvents, and paints) and chemicals (acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris. x. Do not hose out dumpsters on the construction site. Leave dumpster cleaning to the trash hauling contractor. xi. Arrange for regular waste collection before containers overflow. xii. Clean up immediately if a container does spill. ν Make sure that construction waste is collected, removed, and disposed of only at authorized disposal areas. E. **Material Storage and Delivery Area:** Refer to CASQA Factsheet WM-1. i. Chemicals must be stored in watertight containers with appropriate secondary containment or in a storage shed. ii. Temporary storage areas should be located away from vehicular traffic. iii. Material delivery and storage areas should be located away from waterways, if possible.	Prior to and throughout construction Prior to and throughout construction	City of Ontario Engineering Department and contractor City of Ontario Engineering Department and contractor	Initials: _____ Date: _____ Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Utilities and Services	d) Continued…	iv. Employees and subcontractors should be trained on the proper material delivery and storage practices. F. **Concrete Waste Management:** Refer to CASQA Factsheet WM-8. i. Store dry and wet materials under cover, away from drainage areas. Refer to WM-1, Material Delivery and Storage for more information. ii. Perform washout of concrete trucks in designated areas only, where washout will not reach stormwater. iii. Do not wash sweepings from exposed aggregate concrete into the street or storm drain. Collect and return sweepings to aggregate base stockpile or dispose in the trash. G. **Spill Prevention and Control:** Refer to CASQA Factsheet WM-3. iv. Protect all stockpiles from stormwater run-on using temporary perimeter sediment barriers such as compost berms (SE-13), temporary silt dikes (SE-12), fiber rolls (SE-5), silt fences (SE-1), sandbags (SE-8), gravel bags (SE-6), or biofilter bags (SE-14). v. Ensure that stockpile coverings are installed securely to protect from wind and rain. H. **Temporary Sanitary Waste Facilities:** Refer to CASQA WM-10 vi. Instruct employees and subcontractors how to safely differentiate between non-hazardous liquid waste and potential or known hazardous liquid waste. vii. Instruct employees, subcontractors, and suppliers that itis unacceptable for any liquid waste to enter any storm drainage device, waterway, or receiving water. viii. Educate employees and subcontractors on liquid waste generating activities and liquid waste storage and disposal procedures. ix. Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings) **MM UTL-02: Reconnection of Water Fountains.** Prior to completion of construction, during inspections, the City shall verify that all water fountains within the Project footprint are reconnected to the City's potable water system.	Prior to and throughout construction Prior to and throughout construction Prior to and throughout construction At completion of Construction	City of Ontario Engineering Department and contractor Ontario Utilities Department and contractor Ontario Utilities Department and contractor Ontario Utilities Department and contractor	Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____ Initials: _____ Date: _____

Issue	Potentially Significant Impact reduced to Less than Significant with Mitigation Incorporated	Recommended Mitigation Measure	Timing	Responsible Party	Date Completed and Initials
Wildfire	a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	See Mitigation Measure MM TRAF-01: Traffic Control Plan.	Prior to the issuance of permits and Project construction	City of Ontario's Engineering Department and contractor	Initials: _____ Date: _____

CITY OF ONTARIO
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SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500
CONTRACT

THIS CONTRACT is made this _____ day of _____, 20__, in the County of San Bernardino, State of California, by and between the City of Ontario, hereinafter called City, and **All Cities Engineering, Inc**, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

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

OMUC CONTRACT NO. UT1072
EUCLID AVENUE RECYCLED WATER SYSTEM PROJECT

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

ARTICLE 1. 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 450 calendar days from the commencement date stated in the Notice to Proceed, herein after the Contract Time. By its signature hereunder, Contractor agrees the Contract Time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 2. 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 **Eleven Million Seven Hundred Seventy-Eight Hundred Five Hundred and One Dollars ($11,778,501)**, hereinafter the Contract Price. Payment shall be made as set forth in the General Conditions.

ARTICLE 3. LIQUIDATED DAMAGES. The Contractor acknowledges that the City will sustain actual damages for each and every day completion of the Project is delayed beyond the Contract

Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, as provided in Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **$2,500** 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 the Liquidated Damages are not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not affect the City's rights to other damages or remedies specified in the Contract Documents or allowed by law.

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

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

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

ARTICLE 4. 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), 2024 Edition, except Sections 1-9
- Technical Specifications
- Addenda (If Applicable)

- Plans and Drawings
- State Water Resources Control Board Directed Assistance Grant Agreement No. D2201010
- Approved and fully executed change orders
- Federal Requirements (If Applicable)
- Any other documents contained in or incorporated into the Contract

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

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

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

Each and every provision of law and clause required by law (including by way of illustration and not by limitation, by funding agreement, grant, or loan imposing such a condition, including by way of illustration State Water Resources Control Board Directed Assistance Grant Agreement No. D2201010) to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any such provision is not physically inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction in a reasonable manner. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

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

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

ARTICLE 9. CONTRACTOR REGISTRATION AND LABOR COMPLIANCE. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

ARTICLE 10. FALSE CLAIMS. Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

END OF CONTRACT

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
BID SCHEDULE - UT1072 EUCLID AVENUE RECYCLED WATER SYSTEM							$11,778,501.00		
1	1		MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE, PERMITS, AND MISCELLANEOUS	LS	1	$500,000.00	$500,000.00	Yes	
2	2		IMPLEMENT TRAFFIC CONTROL AND SAFETY MEASURES	LS	1	$220,000.00	$220,000.00	Yes	
3	3		PROVIDE PRECONSTRUCTION AUDIO AND VIDEO	LS	1	$40,000.00	$40,000.00	Yes	
4	4		CONSTRUCTION SURVEYING, REESTABLISH MONUMENTS AND CENTERLINE TIES	LS	1	$70,000.00	$70,000.00	Yes	
5	5		POTHOLING AND UTILITY VERIFICATION	LS	1	$275,000.00	$275,000.00	Yes	
6	6		ADDITIONAL POTHOLES OF EXISTING UTILITIES NOT SHOWN ON PLANS	EA	20	$1,800.00	$36,000.00	Yes	
7	7		PREPARE AND IMPLEMENT SWPPP AND BMPs	LS	1	$170,000.00	$170,000.00	Yes	
8	8		SHEETING, SHORING AND BRACING OR EQUIVALENT METHOD	LS	1	$200,000.00	$200,000.00	Yes	
9	9		FURNISH, INSTALL AND MAINTAIN ELECTRONIC MESSAGE BOARDS AND PROJECT SIGNS	LS	1	$72,000.00	$72,000.00	Yes	
10	10		PROVIDE CONSTRUCTION WATER PER THE SPECIFICATION	LS	1	$50,000.00	$50,000.00	Yes	
11	11		MAINTAIN AND FURNISH AS-BUILT RECORD DRAWINGS	LS	1	$30,000.00	$30,000.00	Yes	
12	12		SECURE SBCFCD PERMIT AND IMPLEMENT REQUIREMENTS	LS	1	$45,000.00	$45,000.00	Yes	
13	13		COMPLIANCE WITH CEQA REQUIREMENTS	LS	1	$70,000.00	$70,000.00	Yes	
14	14		COMPLIANCE WITH GAS COMPANY AND IMPLEMENT REQUIREMENTS	LS	1	$35,000.00	$35,000.00	Yes	
15	15		COMPLIANCE WITH SCE AND IMPLEMENT REQUIREMENTS	LS	1	$45,000.00	$45,000.00	Yes	
16	16		CONSTRUCT 8-INCH DIA. C-900 PURPLE PVC (CL-235) RECYCLED WATER MAIN	LF	8110	$113.00	$916,430.00	Yes	
17	17		CONSTRUCT 8-INCH DIA. CML/CMC STD WT RECYCLED WATER MAIN	LF	360	$360.00	$129,600.00	Yes	
18	18		CONSTRUCT 24-INCH DIA. CML/CMC WSP (t=3/16") RECYCLED WATER MAIN	LF	10960	$373.00	$4,088,080.00	Yes	
19	19		INSTALLATION OF 14" DIAMETER STEEL CASING	LF	200	$850.00	$170,000.00	Yes	
20	20		PROVIDE VIDEO INSPECTION FOR CML&C STEEL PIPES	LS	1	$65,000.00	$65,000.00	Yes	
21	21		PROVIDE TRACER WIRE CONTINUITY TEST REPORT FOR WATER MAINS AND APPURTENANCES	LS	1	$15,000.00	$15,000.00	Yes	
22	22		INSTALL 24-INCH (CLASS 150) BUTTERFLY VALVE AND BOX	EA	6	$15,000.00	$90,000.00	Yes	
23	23		INSTALL 8-INCH (CLASS 150) GATE VALVE AND BOX	EA	10	$3,400.00	$34,000.00	Yes	
24	24		CONSTRUCT 4-INCH BLOW-OFF ASSEMBLY	EA	13	$10,000.00	$130,000.00	Yes	
25	25		CONSTRUCT 6-INCH BLOW-OFF ASSEMBLY	EA	10	$12,000.00	$120,000.00	Yes	
26	26		RECONNECT EXISTING 4-INCH BLOW-OFF ASSEMBLY	EA	1	$10,000.00	$10,000.00	Yes	
27	27		CONSTRUCT 2-INCH AIR RELEASE AND VACUUM VALVE ASSEMBLY	EA	14	$10,000.00	$140,000.00	Yes	
28	28		CONSTRUCT 4-INCH AIR RELEASE AND VACUUM VALVE ASSEMBLY	EA	11	$14,000.00	$154,000.00	Yes	
29	29		INSTALL 2-INCH RECYCLED WATER SERVICE AND METER	EA	7	$5,555.00	$38,885.00	Yes	
30	30		CONSTRUCT ABOVE GRADE PRESSURE SUSTAINING VALVE STATION	LS	1	$40,000.00	$40,000.00	Yes	
31	31		FILLING, FLUSHING AND HYDROSTATIC TESTING ALL WATER MAINS AND APPURTENANCES	LS	1	$150,000.00	$150,000.00	Yes	
32	32		OUTAGES AND SHUTDOWNS	LS	1	$100,000.00	$100,000.00	Yes	
33	33		CONSTRUCT CONNECTION TO EXISTING 8-INCH DIAMETER RECYCLED WATER MAIN AT EUCLID AVENUE AND 4TH STREET	LS	1	$17,000.00	$17,000.00	Yes	
34	34		CONSTRUCT CONNECTION TO EXISTING 8-INCH DIAMETER CITY RECYCLED WATER MAIN AT B STREET AND EUCLID AVENUE. DISCONNECT EXISTING 8-INCH DIAMETER CITY RECYCLED WATER MAIN FROM EXISTING 12-INCH DIAMETER CITY WATER MAIN AT B STREET AND SULTANA AVE	LS	1	$20,000.00	$20,000.00	Yes	
35	35		CONSTRUCT CONNECTION TO EXISTING 24-INCH DIAMETER CITY RECYCLED WATER MAIN AT RIVERSIDE DRIVE	LS	1	$40,000.00	$40,000.00	Yes	
36	36		CONSTRUCT ASPHALT CONCRETE BASE PAVEMENT (4-INCH AC OVER 6-INCH CAB)	SF	23500	$5.50	$129,250.00	Yes	
37	37		CONSTRUCT ASPHALT CONCRETE BASE PAVEMENT (7-INCH AC OVER 8-INCH CAB)	SF	139200	$6.50	$904,800.00	Yes	
38	38		REMOVE ASPHALT CONCRETE BY COLD PLANE	SF	488300	$0.52	$253,916.00	Yes	
39	39		CONSTRUCT 2-INCH THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY	SF	488300	$1.90	$927,770.00	Yes	
40	40		CONSTRUCT SLURRY BACKFILL TO PROTECT AND SUPPORT EXISTING UTILITIES	EA	33	$1,000.00	$33,000.00	Yes	
41	41		TEMPORARY AND FINAL STRIPING PER SPECIFICATIONS	LS	1	$80,000.00	$80,000.00	Yes	
42	42		RESTORE AND REPLACE TRAFFIC LOOPS, PER SPECIFICATIONS	LS	1	$60,000.00	$60,000.00	Yes	
43	43		SUPPORT AND PROTECT ALL EXISTING APPURTENANCES	LS	1	$60,000.00	$60,000.00	Yes	
44	44		REMOVE AND LEGALLY DISPOSE OF TREES (DBH < 35-IN)	EA	5	$2,000.00	$10,000.00	Yes	
45	45		REMOVE AND LEGALLY DISPOSE OF TREES (DBH > 35-IN)	EA	5	$4,000.00	$20,000.00	Yes	
46	46		CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (EUCLID AVENUE MEDIAN BETWEEN HOLT BOULEVARD AND G STREET)	LS	1	$61,000.00	$61,000.00	Yes	
47	47		CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (JAMES BRYANT PARK)	LS	1	$31,000.00	$31,000.00	Yes	
48	48		CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (CITY CIVIC CENTER)	LS	1	$49,500.00	$49,500.00	Yes	
49	49		CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (CONSERVATION PARK)	LS	1	$56,700.00	$56,700.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	50		CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (EUCLID AVENUE MEDIAN BETWEEN RIVERSIDE DRIVE AND WALNUT ST)	LS	1	$46,000.00	$46,000.00	Yes	
51	51		CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (TOWN SQUARE PARK)	LS	1	$26,000.00	$26,000.00	Yes	
52	52		CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (CENTENNIAL PARK)	LS	1	$44,250.00	$44,250.00	Yes	
53	53		CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (RIVERSIDE DRIVE PARKWAY)	LS	1	$31,320.00	$31,320.00	Yes	
54	54		LANDSCAPE IRRIGATION SYSTEM (TREE BUBBLER IN SLEEVE ASSEMBLY (44 LOCATIONS), LATERAL LINE/FITTINGS/POC, RESTORE/REPAIR - IRRIGATION)	LS	1	$10,000.00	$10,000.00	Yes	
55	55		LANDSCAPE PLANTING (TREE PLANTING - 60" BOX (11 LOCATIONS), TOPSOIL/SOIL AMENDMENT/FERTILIZERS, BARK MULCH (615 SF), 270 LF ROOT BARRIERS (12" DEEPROOT), SOD (800 SF), RESTORE/REPAIR - SOD, RESTORE/REPAIR - DECOMPOSED GRANITE, RESTORE/REPAIR - BARK MULCH)	LS	1	$83,000.00	$83,000.00	Yes	
56	56		LANDSCAPE/IRRIGATION MAINTENANCE PERIOD	LS	1	$10,000.00	$10,000.00	Yes	
57	57		UNKNOWN UTILITY CROSSINGS ALLOWANCE	LS	1	$100,000.00	$100,000.00	Yes	
58	58		HYDRO-VAC OR HYDROC-EXCAVATION TRENCHING (8" DIA) ALLOWANCE	LS	1	$200,000.00	$200,000.00	Yes	
59	59		HYDRO-VAC OR HYDROC-EXCAVATION TRENCHING (24" DIA) ALLOWANCE	LS	1	$75,000.00	$75,000.00	Yes	
60	60		UNPLANNED TREE REPLACEMENT ALLOWANCE	LS	1	$50,000.00	$50,000.00	Yes	
61	61		RECYCLED WATER IRRIGATION BUFFER ZONE ALLOWANCE	LS	1	$100,000.00	$100,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
BID SCHEDULE - UT1072 EUCLID AVENUE RECYCLED WATER SYSTEM	**$11,778,501.00**
Grand Total	**$11,778,501.00**

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

CITY OF ONTARIO
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and **Ardurra Group, Inc.**, a **California Corporation**, with its principal place of business at **3737 Birch Street, Suite 250, Newport Beach, CA 92660** ("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 **Construction Engineering** 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 **OMUC Contract No. UT1072 Euclid Avenue Recycled Water System** 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 **Construction Engineering** 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 **July 7, 2026** to **December 31, 2029**, 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 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 **Nine Hundred Thirty-Six Thousand Nine Hundred and Two Dollars ($936,902**) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "B" 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: **Dolores Salgado, P.E., Principal-in-Charge**.

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all

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

3.3.9 Period of Performance.

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

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

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

3.3.10 Laws and Regulations; Employee/Labor Certification.

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

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

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

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

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

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

3.3.11 Insurance.

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

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

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

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

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

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant’s profession with limits of not less than $2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(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: Ardurra Group, Inc.
3737 Birch Street, Suite 250
Newport Beach, CA 92660
ATTN: Dolores Salgado, P.E., Principal-in-Charge

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: Dennis Mejia, P.E., Utilities Engineering Manager

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

3.7.4 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

ARDURRA GROUP, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP

City Attorney

Attested By:

_____
City Clerk

ARDURRA GROUP, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

February 19, 2026

Mr. Luke Zhipeng Qu
Ontario Municipal Utilities Company
1425 S. Bon View Ave
Ontario, CA 91761

Subject: **UT1072 Euclid Avenue Recycled Water System Project -**
Proposal for Bid Phase Services and Engineering Services During Construction

Dear Mr. Qu:

It is Ardurra's pleasure to be working with the Ontario Municipal Utilities Company (OMUC) on this critical water project. Enclosed you will find our proposal for Bid Phase Services and Engineering Services During Construction for the UT1072 Euclid Avenue Recycled Water System Project (Project). The proposal includes a description of the scope of work as well as a detailed breakdown of the fee.

Please feel free to contact me if you have questions or require additional information.

Sincerely,

Patrick Mulvey, P.E.
Project Manager
858.413.7926
pmulvey@ardurra.com

Enclosures:

1. Exhibit "A" Scope of Work
2. Exhibit "B" Fee Schedule
3. Exhibit "C" City Scope of Services

Exhibit "A" - Scope of Work

Ontario Municipal Utilities Company (OMUC)
UT1072 Euclid Avenue Recycled Water System Project
Bid Phase Services and Engineering Services During Construction (ESDC)

The Consultant will perform the work described in the Scope of Services included as Exhibit "C" to this proposal. The following provides additional detail about each of the tasks and expands upon the original scope of services as discussed with the City.

Task 1 – General Requirements

Provide project management, administration, scheduling, budget control, and monthly invoicing and progress reports. This task also includes communication, coordination and cooperation with the OMUC staff and the OMUC Construction Manager.

Task 2 – Bid Phase Services

Task 2.1 – Pre-bid Meeting

Attend pre-bid meeting, assumed to be virtual, and provide technical support to OMUC addressing any questions arising from the pre-bid meeting. It is assumed OMUC will facilitate the meeting and prepare the agenda and meeting minutes.

Task 2.2 – Requests for Information (RFI)/Bid Questions

Review and respond to bidder RFI/questions as provided by OMUC. RFI/bid question responses will be provided electronically via email to OMUC within five (5) working days of receipt of all RFI/bid questions. It is assumed that OMUC will process RFI/bid question responses and any addenda. The scope is based upon review of a total of ten (10) RFI/bid questions.

Task 2.3 – Bid Interpretation, Evaluation, and Contractor Recommendation

Review and evaluate bids as provided by OMUC. Prepare a bid evaluation form and provide a recommendation of the contractor to select as the successful bidder. Bid evaluation form will be provided electronically via email to OMUC within ten (10) working days of receipt of the bid results and associated documentation.

Task 2.4 – Conformed Documents

Prepare conformed documents as necessary and based upon RFI/bid questions. Conformed documents will be provided electronically via email to OMUC within twenty (20) working days of the notice to proceed with conformed documents.

Task 3 – Construction Engineering Services

Task 3.1 – Pre-Construction Meeting

Attend pre-construction meeting, assumed to be in-person, and provide technical support to OMUC addressing any questions arising from the pre-construction meeting. It is assumed OMUC will facilitate the meeting and prepare the agenda and meeting minutes.

Task 3.2 – Progress Meetings

Attend bi-weekly progress meetings, assumed to be virtual. Provide technical support to OMUC addressing any questions arising from the progress meeting. It is assumed OMUC will facilitate the meetings and prepare the agendas and meeting minutes. The scope is based upon attending up to thirty (30) progress meetings.

Task 3.3 – Construction Site Visits

Perform periodic site visits as requested by OMUC to answer jobsite questions and coordinate these visits with the OMUC Construction Management team. The scope is based upon performance of up to twenty (20) site visits. This task includes a separate site visit by the Landscape Architect to perform tree tagging.

Task 3.4 – Submittals

Review Contractor submittals as provided by OMUC for compliance with the Contract Documents and provide responses. Submittal responses will be provided electronically via email to OMUC within ten (10) working days of receipt. Where submittals are noted as critical, efforts will be made to expedite the review. It is assumed that OMUC will process submittal responses and provide those to the Contractor. The scope is based upon review of a total of seventy (70) submittals inclusive of original and re-submittals.

Prepare and maintain a submittal log with documents the status of submittals, dates of receipt and corresponding responses, and final disposition. Provide a copy of the submittal log to OMUC as requested.

Task 3.5 – Requests for Information (RFI)

Review and respond to Contractor RFIs as provided by OMUC. RFI Responses will be provided electronically via email to OMUC within five (5) working days of receipt. It is assumed that OMUC will process RFI responses and provide those to the Contractor. The scope is based upon review of a total of thirty (30) RFIs.

Task 3.6 – Design Revisions

Prepare construction field order changes and design revision as required or requested by OMUC. Design revisions will be provided electronically via email to OMUC. The schedule will be dependent on the significance of the revisions and will be coordinated with OMUC prior to initiation of the design

revisions. It is assumed that OMUC will process the design revisions and provide those to the Contractor. The scope is based upon a total of twenty (20) design revisions.

Task 3.7 – Change Order Management

Assist OMUC with negotiating and coordinate the implementation of contract change orders during the construction process. Review and evaluate the appropriateness of all proposed change orders. Advise OMUC as to their effect on the contract time and cost and perform independent estimates of the proposed change order work as requested, as well as recommend approval or denial. Change order responses will be provided electronically via email to OMUC. The schedule will be dependent on the significance of the change order and will be coordinated with OMUC on a case-by-case basis. It is assumed OMUC will compile change order supporting documentation, such as inspection reports, test reports, drawings, sketches, photographs, and other materials as required, and process change orders and provide those to the Contractor. The scope is based upon responding to a total of thirty (30) change orders.

Task 3.8 – Record Drawings and Post Construction Tasks

Prepare record drawings by incorporating "red-lined" changes, as documented and recorded by the Contractor and/or Construction Manager and provided by OMUC, on the conformed drawings. Draft record drawings will be provided electronically via email to OMUC within fifteen (15) working days of receipt of the "red-lined" conformed drawings. Final record drawings will be provided electronically via email to OMUC within ten (10) working days of receipt of OMUC comments to draft record drawings. Upon confirmation of final record drawings, submit final hard copy record drawings on Mylar.

Coordinate with OMUC in preparation of Punch List and review of Contractor's final payment application.

Task 4 – Optional Construction Engineering Services

Task 4.1 – Optional Engineering Reports for Added Conversion Sites

Prepare an Engineering Report (ER) for six (6) existing properties that are currently connected to potable water, but will be converted to recycled water when the existing main on B Street is converted from potable to recycled water. The ERs will detail recycled water usage for each site and document the facilities installed. The ERs will be prepared in accordance with California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) Guidelines. Draft ERs will be provided electronically via email to OMUC for review and comment. Final ERs will be provided electronically via email to OMUC within ten (10) working days of receipt of City comments to draft ERs. It is assumed that OMUC will coordinate submittal of the ERs for State review and approval. If State comments are received, the Final ERs will be revised to reflect State comments, and will be resubmitted electronically via email to OMUC for re-review and approval by the State.

The following are specific tasks involved with the preparation of the ERs.

- Perform site visit to each of the properties for which an ER is required. Perform evaluation of each sites currently installed irrigation equipment and determine work required to make the sites recycled water ready.
- If necessary, prepare construction drawings for each site requiring it showing work required to make the sites recycled water ready.
- Prepare ER for each site.

Task 5 – Environmental Services

Task 5.1 – Biological Resource Services

Perform the following biological resource services:

- Present a worker environmental awareness program (WEAP) training, assumed to be virtual, for the Contractor and field workers to alert personnel of the potential presence of biological resources within the project vicinity and train personnel on protocols to follow in and around these resources.
- Pre-construction nesting bird clearance surveys will be conducted, if necessary, three (3) days prior to the initiation of any ground disturbing activities in any one area. The scope is based upon a total of ten (10) surveys being conducted over the course of construction. If work is delayed or suspended for more than thirty (30) days following any pre-construction survey, the area in question will require another survey. Results of each survey will be immediately communicated to OMUC following completion of that survey. A survey report for each survey will be prepared to summarize survey methods, conditions, and results. Each survey report will be provided electronically via email to OMUC within three (3) working days of the survey.

Task 5.2 – Arborist Services

Perform onsite tree monitoring including determination of trees protected root zone (PRZ), monitoring of tree health during construction, verification of Contractor's tree protection measures, observation of Contractor's construction in the vicinity of trees, and other tasks as necessary to assist OMUC with the protection of the existing trees along the project corridor and implementation of mitigation measures to reduce the construction impact on the trees. Prepare tree monitoring reports as necessary throughout construction to describe monitoring efforts and actions taken. Tree monitoring reports will be provided electronically via email to OMUC as required throughout construction. The scope is based upon up to seven hundred (700) hours of onsite monitoring with a minimum of two (2) hours billed per site visit, and up to fifty hours of report preparation.

Task 5.3 – Archaeological Resource Services

Perform the following archaeological resource services:

- Present a worker environmental awareness program (WEAP) training for the Contractor and field workers to alert personnel of the potential presence of cultural, historical, or

archaeological resources within the project vicinity and train personnel on protocols to follow in and around these resources, or should the discovery of new resources take place.

- Perform cultural resources monitoring including implementation of buffer areas around sensitive resources, monitoring of sensitive resources during construction, inspection of earthwork activities, and notification of tribal representatives, as necessary.
- Perform post-construction assessment of the impact of earthwork activities.
- Prepare a monitoring report describing the work performed. The monitoring report will be provided electronically via email to OMUC within thirty (30) working days of the completion of the field monitoring activities.

The scope is based upon up to two hundred (200) days (up to eight (8) hours per day) of onsite monitoring, and up to three (3) days (up to eight (8) hours per day) for the post-construction assessment.

Task 6 – Optional Environmental Services

Task 6.1 – Optional Biological Monitoring

If avian nests are observed during a pre-construction survey, provide biological monitoring during the period when such areas require monitoring. Prepare a biological monitoring report describing the work performed. The biological monitoring report will be provided electronically via email to OMUC within thirty (30) working days of the completion of the biological monitoring activities. The scope is based upon up to one hundred (100) days (up to eight (8) hours per day) of onsite monitoring.

Assumptions/Exclusions

1. The scope is based upon a project timeline of approximately 2 years inclusive of the bid, award, and construction phase.
2. This scope assumes Ardurra will respond directly to OMUC or OMUC's Construction Manager and not to the Contractor's questions via email or phone.
3. The number of submittals, RFIs, design revisions, meetings, and site visits is based upon review of the Contract Documents, the contract duration, and Ardurra's best approximation. Should actual quantities exceed that estimated, Ardurra will inform OMUC in advance of expending the budget, and an amendment may be required to complete the work.
4. Fee is based on time and materials, not to exceed amount.
5. Construction testing is not included in the scope of work.
6. Geotechnical engineering services are not included in the scope of work.
7. Surveying and/or staking services are not included in the scope of work.
8. Installation of protection barriers for environmental resources (trees, biological or archaeological, etc.) is not included in the scope of work.
9. It is assumed that all environmental reports will be finalized after one (1) round of comments and revisions.
10. Fees for biological and cultural resource monitoring are based upon a total number of eight (8) hour days. If the number of hours onsite for any single day is between four (4) hours and eight (8) hours, that day will be billed at the eight (8) hour rate. If the number of hours onsite for any single day is up to four (4) hours, that day will be billed at an adjusted four (4) hour rate. The total number of days onsite will be adjusted based upon the actual number of four (4) and

eight (8) hour days are required to complete the work, up to the level of effort shown on the fee spreadsheet.

EXHIBIT "B"
SCHEDULE OF SERVICES & COMPENSATION

EXHBIT "B" FEE SCHEDULE
Ontario Municipal Utilities Company (OMUC)
Bid Phase Services and Engineering Services During Construction (ESDC) for
UT1072 Euclid Avenue Recycles Water System Project

ARDURRA

	Task Item	Labor Hours									Subconsultants				Sub Markup	Direct Costs	TOTAL
		Principal	QA/QC & Technical Review	Project Manager VI	Project Engineer IV	Project Engineer II	CAD Designer IV	Senior Environmental Scientist	Admin	Senior Construction Manager	Landscape / Irrigation	Biological Resources	Cultural / Historical Resources	Arborist			
											KTUA	*ELMT*	*BRC*	*California Arborcare*	*10%*		
	2026 Rates	$ 355	$ 300	$ 280	$ 230	$ 170	$ 180	$ 265	$ 135	$ 280							
TASK 1 -	**General Requirements**																
	Project Management, Invoicing/Billing, Progress Reports			36	16			12	24								$ 20,180
																General Requirements	**$ 20,180**
TASK 2 -	**Bid Phase Services**																
	Pre-bid Meeting	1		1	1												$ 865
	RFI/Bid Questions		1	2	4	8			2								$ 3,410
	Bid Interpretation, Evaluation, and Contractor Recommendation	1		4	4												$ 2,395
	Conformed Documents			1	4		8		4								$ 3,180
																Bid Phase Services	**$ 9,850**
TASK 3 -	**Construction Engineering Services**																
	Pre-Construction Meeting			4	4			4			$ 350				$ 35	$ 1,000	$ 4,485
	Progress Meetings (30 total)			30	30			12			$ 2,100				$ 210		$ 20,790
	Construction Site Visits (20 total)			30	96			12			$ 1,750				$ 175	$ 2,000	$ 37,585
	Submittals (70 total)	4	8	24	48	128		6	16	8	$ 2,500				$ 250		$ 52,080
	Requests for Information (30 total)	2	4	12	24	64		8	8	4	$ 1,920				$ 192		$ 28,102
	Design Revisions (20 total)	4	16	24	48	96	64			4	$ 1,000				$ 100		$ 54,040
	Change Order Management			36	64	48				16					$ -		$ 37,440
	Record Drawings and Post Construction Tasks	1	4	8	24	36	64				$ 2,250				$ 225	$ 500	$ 29,930
																Construction Engineering Services	**$ 264,452**
TASK 4 -	**Optional Construction Engineering Services**																
	Optional Engineering Reports for Added Conversion Sites																$ -
	Site Visits			2	12	12										$ 1,500	$ 6,860
	Construction Drawings	1	4	12	24	36	64										$ 28,075
	ER Preparation	1	4	8	16	24	48										$ 20,195
																Optional Construction Engineering Services	**$ 55,130**
TASK 5 -	**Environmental Services**																
	Biological Resource Services			4				8				$ 20,700			$ 2,070		$ 26,010
	Arborist Services			4				32						$ 122,250	$ 12,225		$ 144,075
	Archeological Resource Services			4				32					$ 207,650		$ 20,765		$ 238,015
																Environmental Services	**$ 408,100**
TASK 6 -	**Optional Environmental Services**																
	Optional Biological Monitoring			4				24				$ 156,100			$ 15,610		$ 179,190
																Optional Environmental Services	**$ 179,190**
	Total Hours:	15	41	250	419	452	248	150	54	32							
	Total Project Cost:	$ 5,325	$ 12,300	$ 70,000	$ 96,370	$ 76,840	$ 44,640	$ 39,750	$ 7,290	$ 8,960	$ 11,870	$ 176,800	$ 207,650	$ 122,250	$ 51,857	$ 5,000	$ 936,902
																TOTAL CONTRACT AMOUNT, T&M NTE	**$ 936,902**

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

April 16, 2026

Norstar Plumbing and Engineering, Inc.
Attn: Nathan Plummer, Chief Operating Officer
8780 19TH St #310
Alta Loma, CA 91701

All Cities Engineering, Inc.
Attn: Javier Castro, Vice President
PO Box 3619
Riverside, CA 92519

Big Ben Engineering, Inc.
Attn: Sep Sharifi
4790 Irvine Blvd. #105-404
Irvine, CA 92620

Re: Bid Protest dated March 30, 2026
OMUC Contract No. UT1072

The City of Ontario ("City") is in receipt of the bid protest attached hereto as Exhibit A and Exhibit B (collectively, the "Bid Protest"), as well as the responses thereto attached hereto as Exhibit C and Exhibit D.

The Bid Protest as applied to the bid of apparent low bidder All Cities Engineering, Inc. is **DENIED** as without legal or factual merit. The Bid Protest as applied to the bid of apparent second low bidder Big Ben Engineering, Inc. is **DENIED** as moot. City staff intends to recommend that the contract be awarded to apparent low bidder All Cities Engineering, Inc. as the lowest responsible responsive bidder.

The irregularities complained of in the bid of All Cities Engineering, Inc. do not render the bid *non-responsive* because the irregularities do not impact the bid's promise to do what the specifications require.(*Great West Contractors, Inc. v. Irvine Unified School Dist.* (2010) 187 Cal.App.4th 1425,

1452). Rather, the irregularities complained of in the bid of All Cities Engineering, Inc. related to responsibility, as the Bid Protest questions whether that bidder has the "demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." (Public Contract Code section 1103). The distinction is important, because a bidder whose responsibility is questioned has a ***constitutional*** due process right to notice and an opportunity to be heard before its bid is rejected on such grounds. (*Id.* at pp. 1455-1458). In other words, a post-bid-submittal can resolve a responsibility issue while a post-bid submittal cannot resolve a responsiveness issue.

Here, the response to the Bid Protest of All Cities Engineering, Inc. adequately demonstrates the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

"Competitive bidding guards against favoritism, extravagance, fraud, and corruption; it serves the public by preventing waste and securing the best economic result." (*San Diego Service Authority for Freeway Emergencies v. Superior Court* (1988) 198 Cal.App.3d 1466 ("San Diego")). "It must be remembered that competitive bidding statutes […] are for the benefit of the public and not for the benefit of bidders […]. It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal […] of the low bidder after the fact, cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy." (*Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal. App. 2d 377, 383).

Applying the foregoing, and as a matter of simple math, it could be said that the Bid Protest should be denied for in excess of $500,000 reasons, each reason representing each dollar the bid of Norstar Plumbing and Engineering, Inc. exceeded the asserted bid of the apparent low bidder. The Bid Protest does not offer the City "the best economic result". (*San Diego*). The Bid Protest does not "prevent waste". (*Ibid*.) The Bid Protest does not guard against "favoritism, extravagance, fraud, and corruption". (*Ibid*.). The Bid Protest instead solicits the City to spend in excess of an additional $500,000, based on specious and easily rebutted reputational disparagement of business competitors, tempting the City to favor the protester to the prejudice of business competitors that the competitive bidding is designed to avoid. The apparent low bidder has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience ***sufficient*** to satisfactorily perform the public works contract.

The balance of the Bid Protest is denied as moot. The City appreciates the Bid Protest, has carefully considered it, and denies it, a legislative decision guided by consideration of the public welfare. (*Mike Moore's 24-Hour Towing v. City of San Diego* (1996) 45 Cal.App.4th 1294, 1303 (contract award and prior acts subject to arbitrary and capricious review). City staff intends to recommend that the City Council award the contract to the apparent lowest responsible bidder.

Respectfully,

Luke Zhipeng Qu
Senior Associate Engineer
City of Ontario

Luke Zhipeng Qu Digitally signed by Luke Zhipeng Qu

EXHIBIT A

Luke Zhipeng Qu

From: Nathan Plummer <Nathan@norstarpipeline.com>
Sent: Monday, March 23, 2026 1:14 PM
To: Purchasing; Luke Zhipeng Qu
Subject: NORSTAR UT1072 Euclid Avenue Recycled Water System

CAUTION – EXTERNAL SENDER

Dear Purchasing Dept

Pursuant to UT1072 Euclid Avenue Recycled Water System Section 00200, Paragraph 31 of the Instructions to Bidders, Norstar (a responsive bidder on the above project) respectfully submits this formal bid protest.

Project Details

- Project Title: UT1072 Euclid Avenue Recycled Water System
- Invitation #: 1978
- Bid Due Date / Opening Date: March 17, 2026, 2:00 p.m. PDT
- Our Bid: Timely submitted and responsive

Basis of Protest Immediately after the bid results became publicly available on March 17, 2026, we submitted a Public Records Act request to your office (received March 17, 2026, Reference No. R007263-031726). This request was made for the sole purpose of reviewing the bid tabulation, bid documents, and all related records so that we could fully evaluate whether any irregularities exist and, if so, prepare and file a complete substantive protest within the time allowed by the Contract Documents.

To date, we have not received any responsive documents. The City's delay in producing these public records is preventing us from completing our review and finalizing any additional protest. This directly impairs our rights as a bidder under the Public Records Act and the Contract Documents.

Requested Relief We respectfully request that the City:

1. produce all records responsive to our Public Records Act request (Reference No. R007263-031726);
2. Suspend any contract award, Notice of Intent to Award, or further processing of this project until the requested records are provided and we are given a reasonable opportunity (at least five business days after receipt) to review them and supplement this protest if necessary; and
3. Confirm in writing the date the records will be delivered and any extension of protest deadlines granted.

We have attached a copy of the City's acknowledgment of our Public Records Act request for your reference. We are available at your earliest convenience to discuss this matter or to clarify the scope of records requested.

Thank you for your prompt attention. We appreciate the City's commitment to a fair and transparent bidding process and look forward to your immediate response.

Respectfully submitted,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701 [google.com]
Office- (909) 481-9488
Direct(Cell)- (909) 912-4456
Visit our website [norstarpipeline.com]
norstarpipeline.com

REMINDER: An Activity has been assigned to you on Request Public Records Request / R007263-031726 [u8387778.ct.sendgrid.net] - Activity 26154

CLICK HERE TO COMPLETE ACTIVITY ASSIGNMENT [U8387778.CT.SENDGRID.NET]

***** When you finish reviewing the request and determine if records are located, please indicate whether records were located or not before completing the Activity.**

Activity Information
Activity Assigned Staff: Dennice Raygoza
Activity Type: Provide Records
Activity Due Date: 3/25/2026
Activity Details:

Request Information
Assigned Staff: Desiree Weinreb
Status: Assigned
Create Date: 3/17/2026 4:35:39 PM
Record(s) Requested: please provide complete bid packages received included time stamped bid bonds received prior to bid closing for Big Ben engineering and All Cities engineering inc for UT1072 public bid EUCLID RECYCLED WATER

Project Title- UT1072 Euclid Avenue Recycled Water System
Invitation #1978
Bid Posting Date 01/27/2026 10:11 AM (PDT)
Project Stage- Closed
Bid Due Date- 03/17/2026 2:00 PM (PDT)

This is an auto-generated email and has originated from an unmonitored email account. Please DO NOT REPLY

Powered by GovQA

EXHIBIT B

3/30/26
Dennis Mejia
City of Ontario Municipal Utilities Company
303 East “B” Street, Ontario, CA 91764

BID PROTEST
UT1072 Euclid Avenue Recycled Water System

Submitted to: Dennis Mejia, P.E. Utilities Engineering Manager City of Ontario Municipal Utilities Company 303 East “B” Street, Ontario, CA 91764

Dear Mr. Mejia,

This letter constitutes a **Supplemental and Final Bid Protest** pursuant to Section 00200, Paragraph 31 of the Instructions to Bidders. It supplements and finalizes our original protest emailed on March 23, 2026. Our Public Records Act request (Ref. No. R007263-031726), submitted on March 17, 2026 at 4:35:39 p.m., was not produced until March 27, 2026 at 8:51:17 a.m., despite multiple requests for expedited production. We now submit this final protest after full review of all bid documents.

We are hopeful that the City has already identified these same issues during its own review, rendering this protest unnecessary. Please know that we submit this protest with the City’s best interests in mind and a desire for a fair and lawful procurement process. We hope the City holds all bids to the standards set forth in the bid documents, as a waiver of any irregularities would be misleading.

Protest – All Cities Engineering (Lowest Bidder) All Cities Engineering’s bid is **non-responsive** and must be rejected under California public works contracting law, which requires strict compliance with all material requirements of the solicitation.

1. **Failure to Provide Required Certifications (Sections 00441 & 00443 / Notice Inviting Bids, page 3)**: No completed Public Works Contractor Registration Certification (Section 00441) was submitted, and no Certificates of Reported Compliance (CRCs) were provided for the bidder or any listed subcontractors as expressly required. The Notice Inviting Bids and Section 00441 state that failure to provide these documents “may render the Bid non-responsive.” Under California law, the omission of required certifications is a material deviation that cannot be waived.
2. **Falsified List of Completed Projects (Section 00430, page 26)**: All Cities listed a JCSD project valued at $15,000,000.00 as successfully completed. In fact, their bid on that project was rejected and the contract was awarded to Norstar Construction (our firm). This material misrepresentation violates the requirement of good-faith completeness in bid forms and renders the bid non-responsive as a matter of law.

3. **Failure to List Required Subcontractor – Welding (Section 00440 & Public Contract Code § 4104)**: Welding of the 24-inch CML&C welded steel pipe constitutes work in excess of 0.5% of the total bid price. Public Contract Code § 4104(a) **mandates** that bidders list the name, address, license number, and DIR registration number of every such subcontractor. Failure to do so is grounds for a finding that the bid is non-responsive, and rejection is mandatory. All Cities listed no welding subcontractor.
4. **Inaccurate Subcontractor Listing (Section 00440)**: All Cities listed a jack-and-bore subcontractor for work that does not exist anywhere in the plans or specifications. This demonstrates a failure to accurately review the bid documents and constitutes a material irregularity under the strict-compliance standard required by California law.

Protest – Big Ben (Next Lowest Bidder) Big Ben's bid is likewise **non-responsive** and must be rejected for the following material defects:

1. **Incomplete DIR and Fleet Compliance Certifications (Sections 00441 & 00443 / Notice Inviting Bids, page 3)**: Big Ben provided DIR and CARB CRC certificates for only some subcontractors, not all as required, and failed to provide proof of its own Air Resources Board fleet certification. The Contract Documents expressly state that failure to submit valid CRCs "may render the Bid non-responsive." Omission of these mandatory certifications is a material defect under California public works law.
2. **Incomplete Bid Bond Submission (Section 00410 & Instructions to Bidders, Section 11)**: Big Ben's electronic bid package omitted pages 19 and 20 of the required Bid Bond form. The Instructions to Bidders expressly require bidders to "attach a pdf file(s) to the electronic bid submission containing **all** of the completed and signed Bid Documents." Although the original hard-copy bond was hand-delivered, the Contract Documents do not permit omission of pages from the mandatory electronic submission. This is a material deviation from the bidding requirements. California courts hold that bids must strictly conform to the solicitation; incomplete bid-security forms constitute a fatal defect unless the variance is truly inconsequential (which this is not).
3. **Failure to Designate a Qualified Irrigation Specialist (Technical Specifications TS-84, Bid Item 54)**: The Landscape Irrigation System work requires a qualified contractor with minimum experience, a C-27 license, and specific certifications (Irrigation Association or CLCA). Big Ben failed to list or demonstrate any qualified irrigation specialist. This violates the explicit qualification requirements of the Technical Specifications and renders the bid non-responsive under the strict-compliance rule.

Requested Relief Pursuant to the Instructions to Bidders, Public Contract Code § 5100 et seq., and the explicit non-responsiveness language in the Contract Documents, we respectfully request that the City:

1. Declare the bids of **All Cities Engineering** and **Big Ben** non-responsive;
2. Reject both bids; and

3. Award the contract to the next lowest responsive and responsible bidder (Norstar Plumbing and Engineering inc. / our firm) .

We have attached the relevant pages from the bid packages of both firms and the applicable Contract Document sections for your immediate reference. We are available at your earliest convenience to discuss this protest.

Thank you for your prompt attention to this matter.

Respectfully submitted,

Nathan Plummer

Attachments:

- Original protest email correspondence
- PRR acknowledgment and production timeline
- Relevant excerpts from All Cities and Big Ben bid packages
- Highlighted Contract Document sections (00410, 00430, 00440, 00441, 00443, TS-84, Notice Inviting Bids)
- Public Contract Code §§ 4104 and 5100 excerpts for reference

Nathan Plummer
Chief Operating Officer
Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701
Office- (909) 481-9488
Direct(Cell)- (909) 912-4456

Outlook

Re: NORSTAR UT1072 Euclid Avenue Recycled Water System

From Nathan Plummer <Nathan@norstarpipeline.com>
Date Tue 3/24/2026 12:58 PM
To Grant Orbach <Grant.Orbach@bbklaw.com>
Cc Omar Gonzalez <OEGonzalez@ontarioca.gov>; Luke Zhipeng Qu <LZQu@ontarioca.gov>; Purchasing <Purchasing@ontarioca.gov>; Sue Plummer <sue@norstarpipeline.com>

Dear Mr. Orbach,

Thank you for your reply.

We strongly disagree with the tone and implications in your email.

Suggestions regarding taxpayer funds or the relative amounts of the bids are wholly irrelevant and inappropriate. These considerations have no bearing whatsoever on our rights as a bidder or on the City's obligation to administer a fair, transparent, and **lawful** public bidding process. Such arguments are misplaced, not well taken, and distract from the only issue that should concern the City: ensuring a fair public bidding process.

Our sole focus is a fair public bidding process—which should also be the City's focus. This entire situation (and our pre-protest) would have been entirely unnecessary if the City had promptly released the requested Public Records instead of holding them after bid opening.

We therefore reiterate our request that the City:

1. Immediately produce all records responsive to our Public Records Act request (Reference No. R007263-031726); and
2. Provide us with a reasonable opportunity to review those records and supplement our protest if warranted.

Please confirm receipt of this email and advise us of the date by which the documents will be provided.

Best regards,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701
Office- (909) 481-9488
Direct(Cell)- (909) 912-4456
Visit our website
norstarpipeline.com

From: Grant Orbach <Grant.Orbach@bbklaw.com>
Sent: Tuesday, March 24, 2026 12:33 PM
To: Nathan Plummer <Nathan@norstarpipeline.com>
Cc: Omar Gonzalez <OEGonzalez@ontarioca.gov>; Luke Zhipeng Qu <LZQu@ontarioca.gov>; Purchasing <Purchasing@ontarioca.gov>
Subject: RE: NORSTAR UT1072 Euclid Avenue Recycled Water System

Nathan,

Your email was referred to my attention. I serve as legal counsel to Ontario Municipal Utilities Company ("City").

Your pending Public Records Act request ***tolls*** the deadline to submit a protest with respect to grounds you were not reasonably aware of until such production until the City makes its production. Your request for an expedited production or extension is at best unnecessary. The balance of the request overreaches, particularly as it appears that you apparently intend to prosecute a classic *Judson* protest.

In *Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal. App.2d 377 ("*Judson*"), the second lowest bidder tried to invalidate the lowest bidder's bid, in the hope of securing the contract at higher public expense, after combing through the low bidder's bid and seeking to have it canceled on minor technicalities. (*Id*. at p. 383). The Court observed that the statutes requiring competitive bidding "are for the benefit of the public and not for the benefit of bidders", and that permitting such tactics would be "adverse to the best interests of the public and contrary to public policy." (*Ibid*.)

Here, your firm submitted a bid of $12,39,862.13, which is more than $500,000 above the lowest bid and approximately $75,000 above the next lowest bid. Under the rationale of *Judson*, if a protest is filed by your firm on the basis of irregularities appearing only in the documents the City will be producing (if it has not already), one would expect it to have a very substantial basis to invite the City to disregard two (2) lower bids and potentially award the contract to your firm for in excess of an additional $500,000 in taxpayer money. Not to oversell the point, but one could say there are in excess of 500,000 reasons why such a protest should be denied under the rationale of *Judson*. As such, if a supplemental protest is anticipated on this basis, the City would expect your firm to have very strong grounds to bring it predicated on the benefit to the public rather than benefit to private interests.

Thanks,

-Grant

Grant Orbach
Of Counsel
grant.orbach@bbklaw.com
T: (916) 329-3692
bbklaw.com |
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

From: Nathan Plummer <Nathan@norstarpipeline.com>
Sent: Monday, March 23, 2026 5:53 PM
To: Luke Zhipeng Qu <LZQu@ontarioca.gov>; Purchasing <Purchasing@ontarioca.gov>
Cc: Omar Gonzalez <OEGonzalez@ontarioca.gov>
Subject: Re: NORSTAR UT1072 Euclid Avenue Recycled Water System

CAUTION – EXTERNAL SENDER

Good afternoon Luke,

Thank you for your prompt response and for confirming receipt of our correspondence.

To be clear, our letter dated March 17, 2026 constitutes a **formal bid protest** under Section 00200, Paragraph 31 of the Instructions to Bidders. We submitted our Public Records Act request (Reference No. R007263-031726) immediately upon seeing the bid results on the day of bid opening for the specific purpose of reviewing all responsive documents before the five-business-day protest deadline expires.

Because the City has not yet produced any of the requested records, we are currently unable to complete our review or determine whether additional irregularities exist that should be included in a supplemental protest. This timing creates prejudice and limits our ability to fully exercise the protest rights granted in the Contract Documents.

To resolve this fairly and efficiently, we respectfully request the following:

1. That the City **expedite production** of all records responsive to our Public Records Act request (R007263-031726) and provide us with a firm date by which the documents will be delivered (ideally no later than close of business on March 25, 2026).
2. A reasonable extension of the bid protest deadline to **five (5) business days after receipt** of the requested records, so that we may complete our review and supplement our protest if necessary.
3. That the City refrain from issuing any Notice of Intent to Award, proceeding with contract execution, or taking any further steps on this procurement until we have received the records and had the opportunity to submit any supplemental protest.

We remain available at your earliest convenience to discuss this request by phone or to clarify the scope of records needed. Please confirm receipt of this email and let us know the proposed timeline for production of the documents.

Thank you again for your assistance. We appreciate the City's commitment to a transparent and fair bidding process and look forward to your prompt reply.

Best regards,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701 [google.com]
Office- (909) 481-9488

Direct(Cell)- (909) 912-4456
Visit our website [norstarpipeline.com]
norstarpipeline.com

From: Luke Zhipeng Qu <LZQu@ontarioca.gov>
Sent: Monday, March 23, 2026 4:33 PM
To: Nathan Plummer <Nathan@norstarpipeline.com>; Purchasing <Purchasing@ontarioca.gov>
Cc: Omar Gonzalez <OEGonzalez@ontarioca.gov>
Subject: RE: NORSTAR UT1072 Euclid Avenue Recycled Water System

Good afternoon Nathan,

The City has received your correspondence regarding the UT1072 project.

The City will proceed with the procurement process in accordance with the Contract Documents. Any bid protest must comply with the requirements and timelines set forth in the Instructions to Bidders.

Separately, the City is processing your Public Records Act request and will provide responsive records in accordance with applicable law.

Thank you.

Best regards,
Luke Zhipeng Qu, P.E.
Senior Associate Engineer
Ontario Municipal Utilities Company
1425 S. Bon View Avenue
(909) 395-2676

From: Nathan Plummer <Nathan@norstarpipeline.com>
Sent: Monday, March 23, 2026 1:14 PM
To: Purchasing <Purchasing@ontarioca.gov>; Luke Zhipeng Qu <LZQu@ontarioca.gov>
Subject: NORSTAR UT1072 Euclid Avenue Recycled Water System

CAUTION – EXTERNAL SENDER

Dear Purchasing Dept

Pursuant to UT1072 Euclid Avenue Recycled Water System Section 00200, Paragraph 31 of the Instructions to Bidders, Norstar (a responsive bidder on the above project) respectfully submits this formal bid protest.

Project Details

- Project Title: UT1072 Euclid Avenue Recycled Water System
- Invitation #: 1978
- Bid Due Date / Opening Date: March 17, 2026, 2:00 p.m. PDT
- Our Bid: Timely submitted and responsive

Basis of Protest Immediately after the bid results became publicly available on March 17, 2026, we submitted a Public Records Act request to your office (received March 17, 2026, Reference No. R007263-031726). This request was made for the sole purpose of reviewing the bid tabulation, bid documents, and all related records so that we could fully evaluate whether any irregularities exist and, if so, prepare and file a complete substantive protest within the time allowed by the Contract Documents.

To date, we have not received any responsive documents. The City's delay in producing these public records is preventing us from completing our review and finalizing any additional protest. This directly impairs our rights as a bidder under the Public Records Act and the Contract Documents.

Requested Relief We respectfully request that the City:

1. produce all records responsive to our Public Records Act request (Reference No. R007263-031726);
2. Suspend any contract award, Notice of Intent to Award, or further processing of this project until the requested records are provided and we are given a reasonable opportunity (at least five business days after receipt) to review them and supplement this protest if necessary; and
3. Confirm in writing the date the records will be delivered and any extension of protest deadlines granted.

We have attached a copy of the City's acknowledgment of our Public Records Act request for your reference. We are available at your earliest convenience to discuss this matter or to clarify the scope of records requested.

Thank you for your prompt attention. We appreciate the City's commitment to a fair and transparent bidding process and look forward to your immediate response.

Respectfully submitted,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701 [google.com]
Office- (909) 481-9488
Direct(Cell)- (909) 912-4456
Visit our website [norstarpipeline.com]
norstarpipeline.com

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature_____

Name and Title_____

Dated_____

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

making arrangements through the OMUC Project Manager. Bids WILL NOT be accepted from any bidder who did not attend the Pre-Bid Meeting.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which went into effect on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the City Clerk's office or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

all cities provided zero certs and big ben missed numerous certs

Payment for this Bid Item shall be made at the contract price bid per each (LS) for *"Convert Existing Irrigation System to Recycled Water - Town Square Park"* and shall be considered full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

Payment
Payment for this Bid Item shall be made at the contract price bid per each (LS) for *"Convert Existing Irrigation System to Recycled Water - Centennial Park"* and shall be considered full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

Payment
Payment for this Bid Item shall be made at the contract price bid per each (LS) for *"Convert Existing Irrigation System to Recycled Water - Riverside Drive Parkway"* and shall be considered full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

BID ITEM 54 LANDSCAPE IRRIGATION SYSTEM

The work to be performed under this Spec Item includes full compensation for furnishing all labor, materials (including fittings), tools, and equipment and consists of, but not necessarily limited to the following:

- The scope of work includes the construction of an irrigation system for trees and modifications to irrigation in existing landscape planting areas. The extent of the irrigation system is shown on the drawings. The work includes all services, labor, materials, transportation and equipment necessary to perform the work as shown and/or noted on the drawings and/or as specified. Irrigation system shall be fully functional with all capabilities met.

- Contractor is responsible for close coordination with other contractors involved with demolition and construction of site elements. For the project to be successful, it is the responsibility of Contractor to coordinate his work with other trades, as well as with the City's Representative prior to, and throughout the construction period to avoid conflicts which may interrupt another's work progress.

- Qualifications and Requirements:

big ben listed no qualified landscaper

1. Project Experience. Have a minimum of five (5) years experience installing three (3) different projects of this size and of similar scope. Provide project references.
2. Project Completion. Successful completion of a minimum of three (3) commercial irrigation projects of this size and of similar scope, from beginning to end (not including projects that may not have been originally bid upon from the project beginning). Must have a good reputation for quality of work and the ability to stay on schedule.
3. Company Specialization. Professional contractor must have at a minimum, a C-27 license, is a Certified Irrigation Contractor (by the Irrigation Association) or equivalent certified Contractor with CLCA (California Landscape Contractors Association), specializing in commercial irrigation system installation and maintenance. A review of a current copy of each bidder's license is required.
4. Credit Rating. Business has a good credit standing with irrigation distributors, manufacturers and other creditors that the business relies upon to perform.
5. Contractor shall be able to secure bonding.
6. Contractor shall be able to obtain and carry appropriate insurance policies.
7. Installation Expertise. It is required for the Contractor's performance that installers are experts in the operations they are engaged to perform.
8. Contractor shall provide evidence of valid training, certifications, safety training, and continuing education of employees by industry leading trade groups such as the IA and CLCA.
9. Company crew size and equipment shall be sufficient to accomplish the installation on schedule and maintain the landscape according to maintenance specifications. The contractor shall own or have access to all of the equipment necessary to properly install the irrigation system.
10. Designation of site project leader or foreman shall not change for the duration of the installation.

ALL CITIES PACKAGE

relevant pages

C. **LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[**Duplicate page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder perform the required Work.

what job is this???? we belive this bid was rejected and awarded to norstar this is a false document . only contract all cities has with JCSD is 5 million and the project name is 44th street

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Na Phone Num
JCSD	Water main Imp.	2024-2026	$15,000,000	Enaya Kyguni (909) 532-9675
C/O Garden Grove	Water main	25/26	$8,000,000	Carina Dan (714) 448-1456
C/O Chino Hills	Water main Imp.	2025	$2,500,000	Daniel Hernandez (909) 270-0768
C/O Fullerton	Water main Imp.	2024/2026	$6,000,000	Miguel Garcia (714) 932-7506
C/O South Gate	Water main Imp.	2024	$3,500,000	Derwin Dy (657) 252-1170
C/O Lakewood	Water main Imp.	2024/25	$4,250,000	Anthony Manzano (562) 866-9771 Ext. 2703

SECTION 00440
LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, contractor's license number, DIR registration number and the location of the place of business of and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater. The City may, within its sole discretion, grant additional time to provide the below requested information.

If no subcontractor is specified for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater, or if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

no welders

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number
Traffic Loops	Tesoro Contractors, Inc	South Gate, CA	1091855	1000995757
Surveying	On Point Land Surveying, Inc	Redlands CA	LS 8133	1000003100
Asphalt/coldplane	All American Asphalt	Corona, CA	267073	1000001051
Jack/Bore	Golden State Boring	Chino, CA	678500	1000005788
Striping	Superior Pavement Markings	Cypress, CA	1141887	2000015240
Landscape/Irrigation	Marina Landscape, Inc	Orange, CA	492862	10000000079
Tree Removal	Treesmith Enterprises, Inc	Anaheim, CA	802705	1000001838

there is no jack and bore

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: All Cities Engineering, Inc

DIR Registration Number: 1000044815

DIR Registration Expiration: 06/30/2027

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Javier Castro, Vice President

Dated 03/16/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

missing form for all subs

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled Vice-President

Firm All Cities Engineering, Inc

Date 03/16/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

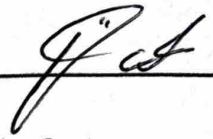
The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: All Cities Engineering, Inc

Signature: 

Name: Javier Castro

Title: Vice-President

Date: 03/16/2026

missing form for all subs including CRC's

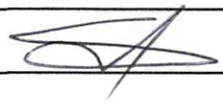
BIG BEN PACKAGE

relevant pages

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Big Ben Inc.

Signature 

Name Sep Sharifi

Title CEO

Dated 03-17-26

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

missing pages 19 and 20 bid bond

SECTION 00440
LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, contractor's license number, DIR registration number and the location of the place of business of and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater. The City may, within its sole discretion, grant additional time to provide the below requested information.

If no subcontractor is specified for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater, or if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number
Grind & Cap	Hardy & Harper	32 Rancho Circle, Lake Forest, CA 92630	215952	1000000076
Survey	On Point Land Surveying, Inc.	1906 Orange Tree Lane, Suite 240, Redlands, CA 92374	LS 8133	1000003100
Striping	Superior Pavement Markings	5312 Cypress St Cypress, CA 90630	1141887	2000015240
Traffic Loops	Traffic Loops Crackfilling	946 S. Emerald St., Anaheim, CA 92804	652956	1000003794
Tree removal & Pruning	V & E TREE SERVICE INC	2425 N Batavia St Orange, CA 92865	654506	1000001936

no fleet compliance cert

no fleet compliance cert

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a no forms for subs provided artment of Industrial Relations.[1]

Name of Bidder: Big Ben Inc.

DIR Registration Number: 1000007466

DIR Registration Expiration: 06-30-2027

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Sep Sharifi (CEO)

Dated 03-17-26

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

missing form for all subs

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Big Ben Inc.

Signature: _____

Name: Sep Sharifi

Title: CEO

Date: 03-17-26

missing form for all subs including CRC's



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

BIG BEN ENGINEERING

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

117373

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

no carb bus cert seee superior pavement markings cert attached



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

HARDY & HARPER, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

4333

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

missing fleet comliance cert form 00443 and DIR registration cert section 00441

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: On Point Land Surveying, Inc.

Signature: V-Le

Name: Vanessa Lovo

Title: Project Manager

Date: 03.04.2026

ON POINT
LAND SURVEYING, INC.

1906 Orange Tree Lane, Suite 240 Redlands, California 92374

(909) 792-2221, (909) 784-1836 fax
office@onpointlandsurveying.com
www.onpointlandsurveying.com

03/04/2026

RE: Euclid Avenue Recycled Water System, Ontario
Bid # UT1072
CARB CA Air Resources Board

Certification of Compliance: I hereby certify that our company is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

I hereby certify that our work on the Euclid Avenue Recycled Water System, Ontario Project does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

Contractor Company Name: On Point Land Surveying, Inc.

Signature: V-bt

Print Name: Vanessa Lovo

Date: 03.04.2026

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Superior Pavement Markings, LLC

DIR Registration Number: 2000015240

DIR Registration Expiration: 06/30/2026

Small Project Exemption: _____ Yes or ✓ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Darren Veltz, President

Dated 03/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

SUPERIOR PAVEMENT MARKINGS LLC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

245580

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Superior Pavement Markings Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-05

4 Vehicles

TRUCRS Fleet Identification

151395

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tblookup.php

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

✓ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Traffic Loops Crackfilling, Inc.

Signature: _____

Name: Mary P. Nguyen

Title: Vice President

Date: 03/17/2026

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

TRAFFIC LOOPS CRACKFILLING, INC

***No vehicles reported.|**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

245463

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Traffic Loops Crackfilling, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-13

11 Vehicles

TRUCRS Fleet Identification
152153

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

V & E TREE SERVICE

missing DIR registration cert section 00441

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

12412

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: V&E TREE SERVICE INC

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2025-12-19

11 Vehicles

TRUCRS Fleet Identification

112094

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

EXHIBIT C

All Cities Engineering, Inc.

P.O. Box 3619, Riverside, CA 92509
(951) 255-3964

April 2, 2026

Luke Zhipeng Qu, P.E.
Senior Associate Engineer
Ontario Municipal Utilities Company

Subject: Response to Bid Protest – OMUC Contract No. UT1072

All Cities Engineering, Inc. (“ACE”) respectfully submits that its bid is fully responsive. The issues raised in the protest are either clerical in nature or matters of clarification and do not affect bid price, scope, competitiveness, or ACE’s ability to perform the Work.

ACE further notes the City’s counsel correspondence referencing concerns that this protest appears to be an attempt to prosecute a classic Judson protest in the hope of securing the contract at a higher public expense. ACE concurs with this characterization.

Additionally, ACE notes that Norstar’s supplemental and final protest submissions were made after the five (5) business day deadline set forth in the Instructions to Bidders. To ACE’s knowledge, no formal extension of this deadline was granted. Accordingly, ACE respectfully requests that the City limit its consideration to the original timely protest submitted on March 23, 2026.

Without waiving the foregoing, ACE provides the following responses:

1. CARB Certificate of Reported Compliance (CRC) and DIR Registration (Sections 00441 & 00443)

ACE included valid documentation demonstrating compliance with CARB and DIR requirements within its bid submission under the “General Attachments.” ACE is properly registered with the Department of Industrial Relations and maintains active CARB compliance.

To the extent the protest alleges any deficiency, such concerns relate solely to formatting or placement of documents and do not impact ACE’s eligibility, responsiveness, or ability to perform the Work. Copies of these documents will be reattached for ease of reference.

2. Contractor Experience (Section 00430)

The JCSD reference in ACE’s bid reflects ongoing work performed between 2024 and 2026 across multiple projects totaling approximately $15,000,000. It was not intended to represent a single contract award, but rather ACE’s cumulative experience with the agency.

Per recent confirmation, Jurupa Community Services District (JCSD) has verified that this amount reflects work performed across three separate projects.

3. Subcontractor Listing – Welding (Public Contract Code § 4104 / Section 00440)

ACE will self-perform all welding and steel pipeline work under its Class A General Engineering Contractor license. Accordingly, no subcontractor listing was required for this scope, which falls squarely within ACE's licensing classification and typical operations.

4. Subcontractor Listing – Jack and Bore / Steel Casing Work (Section 00440)

Golden State Boring & Pipe Jacking, Inc. was listed as a precautionary measure based on the steel casing scope included in the plans. Such work is commonly performed using jack and bore methods.

This listing does not affect bid price, scope, or competitiveness and does not constitute a material deviation from the bid requirements.

Summary

None of the issues raised in the protest constitute material defects or deviations. ACE's bid complies with the Contract Documents, provides no competitive advantage, and fully preserves the integrity of the competitive bidding process.

ACE remains available to provide any additional clarification or documentation the City may require.

Sincerely,

Javier Castro
Vice President
All Cities Engineering, Inc.

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

1000044815 - ALL CITIES ENGINEERING, INC.

Customer Account Lookup

PWCR

1000044815

Contractor Status

DIR Approved

CSLB

Business Phone

909-3608031

Ext

Registration Start Date

2024-07-01

Legal Entity Name

ALL CITIES ENGINEERING, INC.

Doing Business As (DBA)

ALL CITIES ENGINERING INC.

Business Structure

Corporation - S corp

President

Apolonio Ramirez Castro

Email

allcities.apolonio@gmail.com

Registration End Date

2027-06-30

Crafts

General Engineering

Address

Mailing Address

2930 Inland Empire Suite114

Mailing Address - City

Ontario

Mailing Address - State

CA

Mailing Address - Zip

91764

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates 7

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

Copyright 2024 State of California

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

ALL CITIES ENGINEERING, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

141549

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

1000001051 - ALL AMERICAN ASPHALT

Customer Account Lookup

PWCR

1000001051

Contractor Status

DIR Approved

CSLB

267073

Business Phone

951-736-7600

Ext

Registration Start Date

2023-07-01

Legal Entity Name

ALL AMERICAN ASPHALT

Doing Business As (DBA)

All American Asphalt

Business Structure

Corporation - S corp

President

Mark Luer

Email

publicworks@allamericanasphalt.com

Registration End Date

2026-06-30

Crafts

Operating Engineer | Laborer and Related Classifications | Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer) | Cement Mason

Address

Mailing Address

400 E SIXTH ST

Mailing Address - City

CORONA

Mailing Address - State

CA

Mailing Address - Zip

92879

Mailing Address - Country

US

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

Copyright 2024 State of California

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

ALL AMERICAN ASPHALT

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1302

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Advanced Clean Fleets Regulation

Truck and Bus Regulation

Issued to: Dix Leasing Corp.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR sections 2013 - 2016 (Advanced Clean Fleets Regulation)
Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-05

333 Vehicles

TRUCRS Fleet Identification
18980

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tblookup.php

CALIFORNIA
AIR RESOURCES BOARD

CLEAN
TRUCK CHECK

Affirmation of Fleet Wide Compliance

Certification ID: 232204

This certificate affirms that

Entity ID: E11764
DIX Leasing Corp
1776 All American Way
Corona, CA 92879-2070

has attested in the Clean Truck Check electronic reporting system to report a complete list of vehicles subject to Heavy-Duty Inspection and Maintenance (HD I/M) Regulation and the California Air Resources Board (CARB) hereby verifies that as of 1/5/2026, all of the attested vehicles are compliant with the Clean Truck Check.*

A complete list of the attested vehicles is listed in the following page(s).

*This Affirmation of Fleet Wide Compliance shall be used for the fleet's purposes of proving their fleet compliance status with their freight contractors and brokers. This Affirmation of Fleet Wide Compliance shall not constitute proof of a vehicle compliance with the Clean Truck Check beyond the issued date.

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: All American Asphalt

DIR Registration Number: 1000001051

DIR Registration Expiration: 6/30/2026

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Edward J. Carlson, Vice President

Dated March 17th, 2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed 

Titled Michael Farkas, Secretary

Firm All American Asphalt

Date 3/17/2024

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

✓ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: All American Asphalt

Signature: _____

Name: Edward J. Carlson

Title: Vice President

Date: March 17th, 2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

1000005788 - GOLDEN STATE BORING & PIPE JACKING, INC.

Customer Account Lookup

PWCR

1000005788

Contractor Status

DIR Approved

CSLB

Business Phone

9099305811

Ext

Registration Start Date

2025-07-01

Legal Entity Name

GOLDEN STATE BORING & PIPE JACKING, INC.

Doing Business As (DBA)

GOLDEN STATE BORING & PIPE JACKING, INC.

Business Structure

-- None --

President

Jeffrey V. Johnson

Email

maria@goldenstateboring.com

Registration End Date

2028-06-30

Crafts

Tunnel Operating Engineer | Operating Engineer | Laborer and Related Classifications | Cranes, Pile Driving and Hoisting Equipment (Operating Engineer)

Address

Mailing Address

9119 SCHAEFER AVE.

Mailing Address - City

ONTARIO

Mailing Address - State

CA

Mailing Address - Zip

91761

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

Copyright 2024 State of California

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

GOLDEN STATE BORING & PIPE JACKING, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

12725

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Golden State Boring & Pipe Jacking, Inc.

DIR Registration Number: 1000005788

DIR Registration Expiration: 06/30/2028

Small Project Exemption: _____ Yes or ___X___ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title President

Dated 3/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☑ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled President

Firm Golden State Boring & Pipe Jacking, Inc.

Date 3/17/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Golden State Boring & Pipe Jacking, Inc.

Signature: 

Name: Jeffrey Johnson

Title: President

Date: March 17, 2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

1000000079 - Marina Landscape, Inc

Customer Account Lookup

PWCR

1000000079

Contractor Status

DIR Approved

CSLB

Business Phone

7149396600

Ext

Registration Start Date

2025-07-01

Legal Entity Name

Marina Landscape, Inc

Doing Business As (DBA)

Marina Landscape inc

Business Structure

Corporation - C corp

President

Robert B Cowan

Email

hdoan@marinaco.com

Registration End Date

2026-06-30

Crafts

Plumber | Operating Engineer | Laborer and Related Classifications | Landscape Operating Engineer | Landscape/Irrigation Laborer/Tender | LABORER

Address

Mailing Address

3707 W Garden Grove BlvdSuite 200

Mailing Address - City

Orange

Mailing Address - State

CA

Mailing Address - Zip

92868

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates 8

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Accessibility

dir.ca.gov

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

MARINA LANDSCAPE

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

7497

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Marina Landscape, Inc.

DIR Registration Number: 1000000079

DIR Registration Expiration: 06/30/2026

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Hue Ta Vice President of Estimating

Dated 03/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled Hue Ta - Vice President of Estimating

Firm Marina Landscape, Inc.

Date 03/17/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

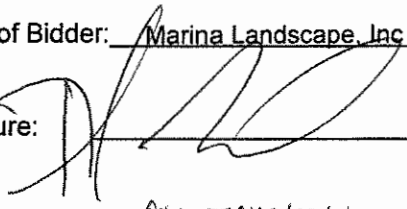
The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Marina Landscape, Inc

Signature: 

Name: ALI TAVAKOLI

Title: VICE PRESIDENT

Date: 3/4/2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

2000015240 - Superior Pavement Markings

Customer Account Lookup

PWCR

2000015240

Contractor Status

DIR Approved

CSLB

1141887

Business Phone

7149959100

Ext

Registration Start Date

2025-09-18

Legal Entity Name

Superior Pavement Markings

Doing Business As (DBA)

Business Structure

Limited Liability Company (LLC)

President

Darren Veltz

Email

Christy.Simmons@spmnw.com

Registration End Date

2026-06-30

Crafts

Parking and Highway Improvement Painter (Laborer)

Address

Mailing Address

5312 Cypress Street

Mailing Address - City

Cypress

Mailing Address - State

California

Mailing Address - Zip

90630

Mailing Address - Country

United States

Physical Address

5312 Cypress Street

Physical Address - City

Cypress

Physical Address - State

California

Physical Address - Zip

90630

Physical Address - Country

United States

Related Lists

Registration Dates 1

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

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1000001838



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

SUPERIOR PAVEMENT MARKINGS LLC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

245580

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Superior Pavement Markings Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-05

4 Vehicles

TRUCRS Fleet Identification

151395

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Superior Pavement Markings, LLC

DIR Registration Number: 2000015240

DIR Registration Expiration: 06/30/2026

Small Project Exemption: _____ Yes or ✓ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature 

Name and Title Darren Veltz, President

Dated 03/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed 

Titled Darren Veltz, President

Firm Superior Pavement Markings, LLC

Date 03/17/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Superior Pavement Markings, LLC

Signature: _____

Name: Darren Veltz

Title: President

Date: 03/17/2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

1000995757 - Tesoro Contractors, Inc.

Customer Account Lookup

PWCR

1000995757

Contractor Status

DIR Approved

CSLB

1091855

Business Phone

3235136641

Ext

Registration Start Date

2023-07-17

Legal Entity Name

Tesoro Contractors, Inc.

Doing Business As (DBA)

Tesoro Contractors Inc.

Business Structure

Corporation - S corp

President

Luis Barajas

Email

luis@tesoromail.com

Registration End Date

2026-06-30

Crafts

Laborer and Related Classifications | Electrician

Address

Mailing Address

9600 Kauffman Ave

Mailing Address - City

South Gate

Mailing Address - State

CA

Mailing Address - Zip

90280

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (2)

Terms & Conditions

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Nondiscrimination Notice

Accessibility

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California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

TESORO CONTRACTORS INC.

***No vehicles reported.|**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

224605

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Tesoro Contractors Inc/ Tesoro Contractors Inc

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-06

4 Vehicles

TRUCRS Fleet Identification
233051

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Tesoro Contractors Inc

DIR Registration Number: 1000995757

DIR Registration Expiration: 06/30/2026

Small Project Exemption: _____ Yes or __X__ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Luis Barajas, President

Dated 3/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed_____

Titled Luis Barajas, President

Firm Tesoro Contractors Inc

Date 03/17/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Tesoro Contractors Inc

Signature: _____

Name: Luis Barajas

Title: President

Date: 03/17/2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

1000001838 - TREESMITH ENTERPRISES, INC.

Customer Account Lookup

PWCR

1000001838

Contractor Status

DIR Approved

CSLB

802705

Business Phone

714-996-6037

Ext

Registration Start Date

2025-07-01

Legal Entity Name

TREESMITH ENTERPRISES, INC.

Doing Business As (DBA)

TREESMITH ENTERPRISES, INC.

Business Structure

-- None --

President

Jeannette Ramirez

Email

info@treesmith.net

Registration End Date

2028-06-30

Crafts

Laborer (Construction-Fence Erector-Housemover) (Engineering Construction) | Landscape | Laborer and Related Classifications | Tree Maintenance (Laborer) | Landscape/Irrigation Laborer/Tender

Address

Mailing Address

1551 N. MILLER ST.

Mailing Address - City

ANAHEIM

Mailing Address - State

CA

Mailing Address - Zip

92806

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

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California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

TREESMITH ENTERPRISES, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

12490

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: TreeSmith Enterprises, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has reported compliance with:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2025**

Jack Kitowski

Jack Kitowski
Division Chief, Mobile Source Control
Division California Air Resources Board

Printed on 2025-05-13

13 Vehicles

TRUCRS Fleet Identification

109730

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Treesmith Enterprises

DIR Registration Number: 1000001838

DIR Registration Expiration: 06/30/28

Small Project Exemption: _____ Yes or __X__ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Jeannette Ramirez, President

Dated 3/17/26

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☒ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled President

Firm TreeSmith Enterprises, Inc.

Date 3/17/26

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Treesmith Enterprises, Inc

Signature: _____

Name: Jeannette Ramirez

Title: President

Date: 3/17/26

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

1000003100 - ON POINT LAND SURVEYING, INC.

Customer Account Lookup

PWCR

1000003100

Contractor Status

DIR Approved

CSLB

Business Phone

909-792-2221

Ext

Registration Start Date

2025-07-01

Legal Entity Name

ON POINT LAND SURVEYING, INC.

Doing Business As (DBA)

ON POINT LAND SURVEYING, INC.

Business Structure

-- None --

President

Anthony Smith

Email

jsmith@onpointlandsurveying.com

Registration End Date

2028-06-30

Crafts

Field Surveyor | Operating Engineer

Address

Mailing Address

1906 Orange Tree Lane Suite 240

Mailing Address - City

REDLANDS

Mailing Address - State

CA

Mailing Address - Zip

92374

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates 8

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

Copyright 2024 State of California

ON POINT
LAND SURVEYING, INC.

1906 Orange Tree Lane, Suite 240 Redlands, California 92374

(909) 792-2221, (909) 784-1836 fax
office@onpointlandsurveying.com
www.onpointlandsurveying.com

03/04/2026

RE: Euclid Avenue Recycled Water System, Ontario
Bid # UT1072
CARB CA Air Resources Board

Certification of Compliance: I hereby certify that our company is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

I hereby certify that our work on the Euclid Avenue Recycled Water System, Ontario Project does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

Contractor Company Name: On Point Land Surveying, Inc.

Signature: V-bt

Print Name: Vanessa Lovo

Date: 03.04.2026

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

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Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: On Point Land Surveying, Inc.

DIR Registration Number: 1000003100

DIR Registration Expiration: 12-31-2026

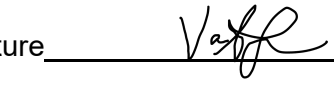
Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature 

Name and Title Vanessa Lovo Project Manager

Dated 03-17-2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

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2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☒ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled Project Manager

Firm On Point Land Surveying, Inc.

Date 03-17-2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

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The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: On Point Land Surveying, Inc.

Signature: 

Name: Vanessa Lovo

Title: Project Manager

Date: 03-17-2026

EXHIBIT D

4790 Irvine Blvd #105-404
Irvine, CA 92620
Phone: (949) 660-9400

April 5th, 2026

Dennis Mejia, P.E.
Utilities Engineering Manager
City of Ontario Municipal Utilities Company
303 East “B” Street
Ontario, CA 91764

Subject: Response to Bid Protest – UT1072 Euclid Avenue Recycled Water System

Dear Mr. Mejia,

Big Ben Engineering respectfully submits this response to the bid protest concerning the above-referenced project. We appreciate the opportunity to clarify the completeness and responsiveness of our bid and confirm that our submission fully complied with the Contract Documents.

Item 1A – CARB CRC Certificates

The protest asserts that Big Ben failed to provide required CARB Certificates of Reported Compliance (CRC) for all subcontractors. This is incorrect. Big Ben provided the required CRC documentation for its listed subcontractors as part of the bid package. All submitted subcontractors were compliant with CARB requirements at the time of bid. Any suggestion that CRC documentation was omitted is inaccurate and does not reflect the contents of our bid submission.

Item 1B – DIR Registration

The protest claims incomplete DIR documentation for subcontractors. However, all subcontractor DIR registration numbers were clearly provided within the Subcontractor Listing Form and are publicly verifiable through the DIR database. Big Ben fully complied with this requirement.

Item 2 – Bid Bond Submission

The protest alleges that Big Ben’s bid bond submission was incomplete in the electronic bid. Big Ben submitted the bid bond as a separate attachment through PlanetBids and also delivered a complete original hard copy to the City prior to bid opening. The bid bond was therefore properly submitted, complete, and enforceable.

Item 3 – Irrigation Qualifications / C-27 License

The protest alleges that Big Ben failed to demonstrate qualifications for the irrigation scope. Big Ben holds a valid C-27 Landscape Contractor license and has extensive experience performing irrigation and landscape-related work. Big Ben has successfully completed multiple projects involving irrigation systems, including installation of new irrigation lines and conversion to recycled water systems. This experience satisfies the project requirements. Attached you will find a list of three projects with extensive irrigation scope, supporting our extensive experience in this scope of work.

Conclusion

Big Ben Engineering submitted a complete, responsive, and compliant bid. The issues raised in the protest are either factually incorrect or relate to non-material administrative interpretations that do not affect bid responsiveness.

4790 Irvine Blvd #105-404
Irvine, CA 92620
Phone: (949) 660-9400

For these reasons, Big Ben respectfully requests that the City:
1. Reject the protest against Big Ben Engineering; and
2. Proceed with evaluation of bids in accordance with the Contract Documents and applicable public contracting law.

We remain available to provide any additional clarification or documentation the City may require.

Thank you for your time and consideration.

Sincerely,

Sep Sharifi

Sepehr Sharifi
CEO
Big Ben Engineering

Bid Confirmation #473761

Submitted	03/17/2026 1:54 PM (PDT)
Submitted To	City of Ontario
	Your eBid can be edited or withdrawn at any time prior to bid closing.

Bid Detail

Project Title	UT1072 Euclid Avenue Recycled Water System
Invitation #	1978
Bid Posting Date	01/27/2026 10:11 AM (PDT)
Project Stage	Bidding
Bid Due Date	03/17/2026 2:00 PM (PDT)
Contact Info	Purchasing Dept. 909-395-2609
	Purchasing@ontarioca.gov
Bids to	Owner's Agent

Vendor Detail

Vendor	Big Ben Engineering
Respondee	Brian Wagner
Respondee Title	Sr. Estimator
Respondee Phone	949-436-1601
Respondee Email	brian@bigbenengineering.com
Delivery Method/Time	

Comment

None

Attachments

Title	File Name	File Type
Scanned Bid Forms.pdf	Scanned Bid Forms.pdf	Completed Bid Documents
Non-Collusion Declaration.pdf	Non-Collusion Declaration.pdf	Non-Collusion Declaration
Scanned Bid Bond.pdf	Scanned Bid Bond.pdf	Bid Bond

Line Items

Discount Terms	No Discount
Grand Total	$12,316,322.00

	Item Code	Description	UoM	Qty	Unit Price	Line Total	Response	Comment
BID SCHEDULE - UT1072 EUCLID AVENUE RECYCLED WATER SYSTEM						$12,316,322.00		
1	1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE, PERMITS, AND MISCELLANEOUS	LS	1	$438,000.00	$438,000.00	Yes	
2	2	IMPLEMENT TRAFFIC CONTROL AND SAFETY MEASURES	LS	1	$120,000.00	$120,000.00	Yes	
3	3	PROVIDE PRECONSTRUCTION AUDIO AND VIDEO	LS	1	$8,972.00	$8,972.00	Yes	
4	4	CONSTRUCTION SURVEYING, REESTABLISH MONUMENTS AND CENTERLINE TIES	LS	1	$51,080.00	$51,080.00	Yes	
5	5	POTHOLING AND UTILITY VERIFICATION	LS	1	$179,438.00	$179,438.00	Yes	
6	6	ADDITIONAL POTHOLES OF EXISTING UTILITIES NOT SHOWN ON PLANS	EA	20	$898.00	$17,960.00	Yes	
7	7	PREPARE AND IMPLEMENT SWPPP AND BMPs	LS	1	$31,103.00	$31,103.00	Yes	
8	8	SHEETING, SHORING AND BRACING OR EQUIVALENT METHOD	LS	1	$78,953.00	$78,953.00	Yes	
9	9	FURNISH, INSTALL AND MAINTAIN ELECTRONIC MESSAGE BOARDS AND PROJECT SIGNS	LS	1	$35,888.00	$35,888.00	Yes	
10	10	PROVIDE CONSTRUCTION WATER PER THE SPECIFICATION	LS	1	$6,580.00	$6,580.00	Yes	
11	11	MAINTAIN AND FURNISH AS-BUILT RECORD DRAWINGS	LS	1	$5,982.00	$5,982.00	Yes	
12	12	SECURE SBCFCD PERMIT AND IMPLEMENT REQUIREMENTS	LS	1	$11,963.00	$11,963.00	Yes	
13	13	COMPLIANCE WITH CEQA REQUIREMENTS	LS	1	$1,795.00	$1,795.00	Yes	
14	14	COMPLIANCE WITH GAS COMPANY AND IMPLEMENT REQUIREMENTS	LS	1	$1,795.00	$1,795.00	Yes	
15	15	COMPLIANCE WITH SCE AND IMPLEMENT REQUIREMENTS	LS	1	$1,795.00	$1,795.00	Yes	
16	16	CONSTRUCT 8-INCH DIA. C-900 PURPLE PVC (CL-235) RECYCLED WATER MAIN	LF	8110	$145.00	$1,175,950.00	Yes	
17	17	CONSTRUCT 8-INCH DIA. CML/CMC STD WT RECYCLED WATER MAIN	LF	360	$330.00	$118,800.00	Yes	
18	18	CONSTRUCT 24-INCH DIA. CML/CMC WSP (t=3/16") RECYCLED WATER MAIN	LF	10960	$361.00	$3,956,560.00	Yes	
19	19	INSTALLATION OF 14" DIAMETER STEEL CASING	LF	200	$718.00	$143,600.00	Yes	
20	20	PROVIDE VIDEO INSPECTION FOR CML&C STEEL PIPES	LS	1	$41,869.00	$41,869.00	Yes	
21	21	PROVIDE TRACER WIRE CONTINUITY TEST REPORT FOR WATER MAINS AND APPURTENANCES	LS	1	$12,561.00	$12,561.00	Yes	
22	22	INSTALL 24-INCH (CLASS 150) BUTTERFLY VALVE AND BOX	EA	6	$17,317.00	$103,902.00	Yes	
23	23	INSTALL 8-INCH (CLASS 150) GATE VALVE AND BOX	EA	10	$4,258.00	$42,580.00	Yes	
24	24	CONSTRUCT 4-INCH BLOW-OFF ASSEMBLY	EA	13	$14,766.00	$191,958.00	Yes	
25	25	CONSTRUCT 6-INCH BLOW-OFF ASSEMBLY	EA	10	$23,102.00	$231,020.00	Yes	
26	26	RECONNECT EXISTING 4-INCH BLOW-OFF ASSEMBLY	EA	1	$12,905.00	$12,905.00	Yes	
27	27	CONSTRUCT 2-INCH AIR RELEASE AND VACUUM VALVE ASSEMBLY	EA	14	$14,947.00	$209,258.00	Yes	
28	28	CONSTRUCT 4-INCH AIR RELEASE AND VACUUM VALVE ASSEMBLY	EA	11	$18,762.00	$206,382.00	Yes	
29	29	INSTALL 2-INCH RECYCLED WATER SERVICE AND METER	EA	7	$10,335.00	$72,345.00	Yes	
30	30	CONSTRUCT ABOVE GRADE PRESSURE SUSTAINING VALVE STATION	LS	1	$53,707.00	$53,707.00	Yes	
31	31	FILLING, FLUSHING AND HYDROSTATIC TESTING ALL WATER MAINS AND APPURTENANCES	LS	1	$84,219.00	$84,219.00	Yes	
32	32	OUTAGES AND SHUTDOWNS	LS	1	$77,159.00	$77,159.00	Yes	
33	33	CONSTRUCT CONNECTION TO EXISTING 8-INCH DIAMETER RECYCLED WATER MAIN AT EUCLID AVENUE AND 4TH STREET	LS	1	$11,947.00	$11,947.00	Yes	
34	34	CONSTRUCT CONNECTION TO EXISTING 8-INCH DIAMETER CITY RECYCLED WATER MAIN AT B STREET AND EUCLID AVENUE. DISCONNECT EXISTING 8-INCH DIAMETER CITY RECYCLED WATER MAIN FROM EXISTING 12-INCH DIAMETER CITY WATER MAIN AT B STREET AND SULTANA AVE	LS	1	$11,948.00	$11,948.00	Yes	
35	35	CONSTRUCT CONNECTION TO EXISTING 24-INCH DIAMETER CITY RECYCLED WATER MAIN AT RIVERSIDE DRIVE	LS	1	$24,152.00	$24,152.00	Yes	
36	36	CONSTRUCT ASPHALT CONCRETE BASE PAVEMENT (4-INCH AC OVER 6-INCH CAB)	SF	23500	$7.25	$170,375.00	Yes	
37	37	CONSTRUCT ASPHALT CONCRETE BASE PAVEMENT (7-INCH AC OVER 8-INCH CAB)	SF	139200	$10.00	$1,392,000.00	Yes	
38	38	REMOVE ASPHALT CONCRETE BY COLD PLANE	SF	488300	$0.40	$195,320.00	Yes	
39	39	CONSTRUCT 2-INCH THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY	SF	488300	$2.25	$1,098,675.00	Yes	
40	40	CONSTRUCT SLURRY BACKFILL TO PROTECT AND SUPPORT EXISTING UTILITIES	EA	33	$565.00	$18,645.00	Yes	
41	41	TEMPORARY AND FINAL STRIPING PER SPECIFICATIONS	LS	1	$80,125.00	$80,125.00	Yes	
42	42	RESTORE AND REPLACE TRAFFIC LOOPS, PER SPECIFICATIONS	LS	1	$86,489.00	$86,489.00	Yes	
43	43	SUPPORT AND PROTECT ALL EXISTING APPURTENANCES	LS	1	$30,864.00	$30,864.00	Yes	
44	44	REMOVE AND LEGALLY DISPOSE OF TREES (DBH < 35-IN)	EA	5	$4,845.00	$24,225.00	Yes	
45	45	REMOVE AND LEGALLY DISPOSE OF TREES (DBH > 35-IN)	EA	5	$7,776.00	$38,880.00	Yes	
46	46	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (EUCLID AVENUE MEDIAN BETWEEN HOLT BOULEVARD AND G STREET)	LS	1	$47,122.00	$47,122.00	Yes	
47	47	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (JAMES BRYANT PARK)	LS	1	$14,321.00	$14,321.00	Yes	
48	48	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (CITY CIVIC CENTER)	LS	1	$58,056.00	$58,056.00	Yes	
49	49	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (CONSERVATION PARK)	LS	1	$58,056.00	$58,056.00	Yes	

	Item Code	Description	UoM	Qty	Unit Price	Line Total	Response	Comment
50	50	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (EUCLID AVENUE MEDIAN BETWEEN RIVERSIDE DRIVE AND WALNUT ST)	LS	1	$58,056.00	$58,056.00	Yes	
51	51	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (TOWN SQUARE PARK)	LS	1	$58,056.00	$58,056.00	Yes	
52	52	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (CENTENNIAL PARK)	LS	1	$25,255.00	$25,255.00	Yes	
53	53	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (RIVERSIDE DRIVE PARKWAY)	LS	1	$36,188.00	$36,188.00	Yes	
54	54	LANDSCAPE IRRIGATION SYSTEM (TREE BUBBLER IN SLEEVE ASSEMBLY (44 LOCATIONS), LATERAL LINE/FITTINGS/POC, RESTORE/REPAIR - IRRIGATION)	LS	1	$271,685.00	$271,685.00	Yes	
55	55	LANDSCAPE PLANTING (TREE PLANTING - 60" BOX (11 LOCATIONS), TOPSOIL/SOIL AMENDMENT/FERTILIZERS, BARK MULCH (615 SF), 270 LF ROOT BARRIERS (12" DEEPROOT), SOD (800 SF), RESTORE/REPAIR - SOD, RESTORE/REPAIR - DECOMPOSED GRANITE, RESTORE/REPAIR - BARK MULCH)	LS	1	$177,644.00	$177,644.00	Yes	
56	56	LANDSCAPE/IRRIGATION MAINTENANCE PERIOD	LS	1	$77,159.00	$77,159.00	Yes	
57	57	UNKNOWN UTILITY CROSSINGS ALLOWANCE	LS	1	$100,000.00	$100,000.00	Yes	
58	58	HYDRO-VAC OR HYDROC-EXCAVATION TRENCHING (8" DIA) ALLOWANCE	LS	1	$200,000.00	$200,000.00	Yes	
59	59	HYDRO-VAC OR HYDROC-EXCAVATION TRENCHING (24" DIA) ALLOWANCE	LS	1	$75,000.00	$75,000.00	Yes	
60	60	UNPLANNED TREE REPLACEMENT ALLOWANCE	LS	1	$50,000.00	$50,000.00	Yes	
61	61	RECYCLED WATER IRRIGATION BUFFER ZONE ALLOWANCE	LS	1	$100,000.00	$100,000.00	Yes	

Subcontractors

Showing 5 Subcontractors

Name & Address	Description	License	CADIR	Amount	Vendor Type
HARDY & HARPER, INC 32 RANCHO CIRCLE LAKE FOREST, California 92630	Grind & Cap	Type: A,C-8,C-12 Number: 215952 Expiration: 12/31/2027	1000000076	$1,098,000.00 Percentage: 8.91%	
On Point Land Surveying, Inc. 1910 Orange Tree Lane Suite 344 Redlands, California 92374	Survey	Number: LS8133	1000003100	$35,200.00 Percentage: 0.29%	CADIR, OSB
Superior Pavement Markings 5312 Cypress Street Cypress, California 90630	Striping	Type: C-31,C-32,C-61,D38,D42 Number: 1141887 Expiration: 08/31/2027	2000015240	$54,480.00 Percentage: 0.44%	CADIR
Traffic Loops Crackfilling, Inc. 946 South Emerald St. Anaheim, California 92804	Traffic Loops	Type: C-10,C-32 Number: 652956 Expiration: 08/31/2026	1000003794	$64,800.00 Percentage: 0.53%	CADIR, DBE, OSB
V&E Tree Service PO Box 3280 Orange, California 92865	Tree removal & Pruning	Type: C-27 Number: 654506 Expiration: 09/30/2026	1000001936	$118,000.00 Percentage: 0.96%	CADIR

Big Ben Inc. Work Reference (IRRIGATION)

Project Name / Address	PUBLIC/PRIVATE	Project Manager	Owner	Architect/Engineer	Irrigation/Planting Scope of Work	Total Contract Amount	Date Completed
IRHP- Master Utility Plan (Irvine, CA)	PUBLIC	Charles Michinock 949-294-9166	County of Orange	County of Orange Design	Install over 3,000' of new irrigation lines. All new valves, control panels. Convert existing potbale waterline system to new recycled water system.	$ 2,177,571.44	04/14
Western HS Tennis and Basketball Courts Renovation (Anaheim, CA)	PUBLIC	Ralph Figueroa 714-999-5456	Anaheim Union High School District	NAC Architecture Los Angeles, CA 323-859-3110	New main and lateral irrigation lines for new constructed planters.	$1,235,000	01/13
Western HS Site Improvements (Anaheim, CA)	PUBLIC	Ralph Figueroa 714-999-5456	Anaheim Union High School District	NAC Architecture Los Angeles, CA 323-859-3110	Complete new irrigation system for parking lot and new berms. New controller, RCV, sleeves, flow sensors, quick couplers, multiple new heads, etc.	$ 603,000.00	09/11
Reese's Retreat Playground Rehab (Pasadena, CA)	PUBLIC	Chris Hernandez 626-744-4303	City of Pasadena	City of Pasadena Landscape Architect (Jeff Khun) 626-744-4389	New irrigation, planting, and turf for new playground. Approximately 15,000 SF	$ 609,000.00	02/11
Playground Rehab at Heritage Park (Irvine, CA)	PUBLIC	Pat Castro 949-724-6675	City of Irvine	Cornerstone Studios (Santa Ana, CA) 714-973-2200	New irrigation, planting, and turf for new playground. New Controller, backflow preventor, RCV, sleeves, etc.. Approximately 10,000 SF	$ 1,150,000.00	06/10

LAW OFFICES OF
TIMOTHY P. CREYAUFMILLER
A PROFESSIONAL CORPORATION
979 S. VILLAGE OAKS DR.
COVINA, CA 91724
TEL: (626) 963-7161
FAX: (626) 963-7163
E-MAIL: TIM@TPCLAWYER.COM

CITY CLERK'S OFFICE
RCVD APR30'26PM1:34

April 29, 2026

VIA PERSONAL SERVICE AND EMAIL ONLY

Ms. Sheila Mautz
City Clerk
CITY OF ONTARIO
303 East B Street
Ontario, CA 91764

RE: NOTICE OF APPEAL re: Bid Protest of Norstar Plumbing and Engineering, Inc. dated March 30, 2026 to OMUC Contract No. UT1072, Euclid Avenue Recycled Water System

Dear Ms. Mautz:

Please be advised that this office has been retained by Norstar Plumbing and Engineering, Inc. ("Norstar"), to represent its interest with regard to its bid protest regarding the above proposed construction project for the City of Ontario ("City") commonly known as OMUC Contract No. UT1072, Euclid Avenue Recycled Water System ("Project"). On March 30, 2026, Norstar filed a protest of the bids submitted by All Cities Engineering, Inc. ("ACE") as well as Big Ben Engineering, Inc. ("BBE") on the above Project, after a delay in receiving the copies of the bids of the above-mentioned contractors which were timely requested. A true and correct copy of the protest is attached hereto as Exhibit "1". Norstar was informed by the City that the delay tolled any time period to submit its official protest on the Project. Upon receiving copies of the bids, the protest was timely filed by Norstar as set forth above. On April 16, 2026, Norstar received by email a rejection by the City of its protest. A true and correct copy of the rejection letter is attached hereto as exhibit "2".

Please consider this letter as a Notice of Appeal of that decision by the City pursuant to Ontario Municipal Code section 14.01 et seq.

1. Action appealed from: The rejection by the City of Ontario of Norstar's bid protest dated March 30, 2026 regarding OMCU Contract No. UT1072

2. Grounds of Appeal: All grounds as stated in the attached Bid protest Letter dated March 30, 2026 which are incorporated herein by this reference. For your convenience the basis of the protest is set forth below:

A. Failure of ACE to comply with Section 00441 re: Public Works Contractor Registrarion Certification

Section 00441 of the bid documents requires the contractor and all subcontractors bidding on the Project must be registered with the Department of Industrial Relations. It further states that "No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work." It further states that " [f]ailure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive."

The bid by ACE listed seven subcontractors but failed to provide any of the required certifications with the bid documents as required. As the City has indicated in the bid documents, the failure to submit these required certifications at the time of the bid is non-responsive. Further the City specifically stated that no bid would be accepted without the aforementioned proof of registration. The failure to provide this documentation at the time of the submission of the bid is a material deviation from the bid documents and renders the bid non-responsive.

B. Failure of ACE to comply with Sections 00100 and 00443 re: Failure to provide Certificates of Reported Compliance (CRC)

Section 00100, Notice Inviting Bids at the third full paragraph on page 3 states as follows: "Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent valid Certificate of Reported Compliance ("CRC") issued by CARB [California Air Resources Board]. Failure to provide valid CRCs as required may render the Bid non-responsive."

Neither ACE nor any of its subcontractors provided the required CRC with the bid of ACE. As the City has indicated in the bid documents, the failure to submit these required certifications at the time of the bid is non-responsive. The failure to provide this documentation at the time of the submission of the bid is a material deviation from the bid documents and renders the bid non-responsive.

C. Failure to List Required Subcontractor – Welding

Paragraph 22 of Section 00200 of the Instructions to Bidders requires ACE to list all subcontractors performing work on the Project whose work exceeds .05% of the total bid

price. The bid submitted by ACE fails to list a welding subcontractor and the work required on this Project includes extensive welding, the cost of which easily exceeds .05% of the total bid price. The failure to list a subcontractor for this work is in violation of the requirements of the bid documents and results in the bid being non-responsive. This is set forth in not only the bid documents but is also specifically stated in Public Contract Code Section 4104 et seq.

In this instance ACE does not hold a C-60 welding license and therefore is not licensed to perform that work and has not listed a subcontractor to perform the same in violation of the bid documents and Public Contract Code section 4104 et seq.

The City's Response:

The City denied the above Protest on April 16, 2026. In doing so the City essentially stated that the above failures by ACE to comply with the bid requirements were an issue of lack of responsibility rather than a failure to respond to the bid requirements citing *Great West Contractors, Inc. v. Irvine Unified School District* 187 Ca. App. 4th 1425, 1452 (2010). The issue in *Great West* was that the Appellant had failed to disclose in its bid that the RMO for the Appellant had previously held an earlier contractor's license which information was required to be provided. The Court determined that, especially given the preferential treatment afforded the protesting contractor whose bid suffered from the same defect, the issue there was one of responsibility and the District could not reject the Appellant's bid without a due process hearing. In our case, the City then goes on to state that given the additional documentation provided by ACE after the bid opening, which were required to be submitted with bid, the City, without a hearing, determined that ACE was responsible.

The problem with this analysis is that it is patently incorrect. With regard to each of the failures to comply with the bid requirements, the City specifically states in the bid documents that the failure to comply was nonresponsive. In fact, with regard to the Section 00441 Certificate the bid documents specifically state the "No bid would be accepted" without the required certifications being provided with the bid documents. The City has essentially ignored all of its own language in the bid in order to bend over backwards to award the contract to ACE. All of the other bidders are required to amass all of these certificates and registrations in order to timely bid on this Project and the inability of a contractor to do so would lead a contractor to refrain from bidding. By allowing ACE to circumvent the requirements of the bid documents provides ACE with an advantage in that it is now able to submit a bid without meeting the bid requirements while others,

including Norstar are faced with the requirement of complying or simply not submitting a bid. Had the City informed all bidders that it would overlook the numerous failures to comply with the bid requirements as long as you submitted the lowest bid, there would have been more contractors bidding this Project.

The City's response ignores the language of the bid documents and instead states that since the bid of ACE is $500,000.00 lower than the bid of Norstar that this gives it the right to ignore the clear bid requirements. In doing so the city refers to *Judson Pacific-Murphy Corp. v. Durkee* 144 Cal. App. 2d 377, 383 (1956). The Judson case involved a bid protest to the lowest bid which was submitted in the name of an entity that had been previously merged with another entity which held the proper licenses. In that case the court found that the lowest bidder and the licensed entity were one and the same and the work would be performed by a licensed entity, and therefore deemed the license issue a mere technicality. That is not the case here. The failure to provide any of the documentation required by the bid is a clear violation of the bid requirements and not a minor technicality.

The case of *San Diego Service Authority for Freeway Emergencies v. Superior Court* 198 Cal. App. 3d 1466 (1988) did not even involve a bid protest but rather dealt with whether the public authority was required to competitively bid a project when the requirement was not set forth within the legislation creating the Authority. Given the state of the statutory requirements for public works projects now in existence this case would be determined differently today. In any event it has no application to this matter.

Finally, *Mike Moore's 24-Hour Towing v. City of San Diego* 45 Cal. App. 4th 1294, 1303 (1996), while a bid protest case, involved a project in which the City was not required to award the project to the lowest bidder which is not the case here.

In *Konica Business Machines USA, Inc. v Regents of University of California* 206 Cal. App 3d 449, 456 (1988) states:

The purpose of requiring governmental entities to open the contracts process to public bidding is to eliminate favoritism, fraud and corruption; avoid misuse of public funds; and stimulate advantageous marketplace competition. (See legis. intent declared in Pub. Contract Code, § 10300; Miller v. McKinnon (1942) 20 Cal. 2d 83, 88 [124 P.2d 34, 140 A.L.R. 570]; Terminal Const. Corp. v. Atlantic Cty. Sewer Auth. (1975) 341 A.2d 327, 330.) Because of the potential for abuse arising from deviations from strict adherence to

standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. **This preventative approach is applied even where it is certain there was in fact no corruption or adverse effect upon the bidding process, and the deviations would save the entity money.** (Ibid.; L. Pucillo & Sons v. [**206 Cal. App. 3d 457**] Mayor and Council, etc., supra, 375 A.2d at p. 605; Harry Pepper & Assoc. v. City of Cape Coral, supra, 352 So.2d at pp. 1192-1193.) The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements. (Gil-Bern Construction Corp. v. City of Brockton (1968) 233 N.E.2d 197, 199.)

In this case, the deviations clearly violated the clear terms of the bid documents providing ACE with an advantage not afforded to the other contractors. As such the waiver of any such violations is improper.

Norstar has also protested the bid of BBE on similar grounds, the specifics of which are set forth in the original bid protest of March 30, 2026, and are incorporated herein by this reference into the Appeal. However, the City, in its response, deemed such protest moot due to its decision to accept the ACE bid. Should the City uphold this Protest, Norstar reserves its right to further address any direct response to the protest of the BBE bid since the City failed to address the substance of the same.

It is Norstar's position that as the third lowest responsible bidder and the only bidder with a responsive bid that its bid be accepted by the City and the bids of ACE and BBE be rejected as set forth above and in its March 30, 2026, bid protest letter. However, in response to the claim by the City of the cost increase, it should be noted that Norstar is the proper contractor to perform the Project and given its ability to actually comply with the requests of the bid documents has demonstrated the attention to detail required of this Project. Also, the City is not required to accept any bids and is also free to reject all bids and re-bid the same if the cost increase is prohibitive.

Based upon the above it is requested that the Prorest herein be accepted and the bids of ACE and BBE be rejected as required by law and the Project herein be awarded to Norstar.

Should you have any questions with regard to any of the above, please do not hesitate to contact the undersigned.

Very truly yours,

LAW OFFICES OF TIMOTHY P. CREYAUFMILLER

By: _____
TIMOTHY P. CREYAUFMILLER, Esq.

TPC: gs

Exhibit 1

NORSTAR
PLUMBING & ENGINEERING, INC.

3/30/26
Dennis Mejia
City of Ontario Municipal Utilities Company
303 East "B" Street, Ontario, CA 91764

BID PROTEST
UT1072 Euclid Avenue Recycled Water System

Submitted to: Dennis Mejia, P.E. Utilities Engineering Manager City of Ontario Municipal Utilities Company 303 East "B" Street, Ontario, CA 91764

Dear Mr. Mejia,

This letter constitutes a **Supplemental and Final Bid Protest** pursuant to Section 00200, Paragraph 31 of the Instructions to Bidders. It supplements and finalizes our original protest emailed on March 23, 2026. Our Public Records Act request (Ref. No. R007263-031726), submitted on March 17, 2026 at 4:35:39 p.m., was not produced until March 27, 2026 at 8:51:17 a.m., despite multiple requests for expedited production. We now submit this final protest after full review of all bid documents.

We are hopeful that the City has already identified these same issues during its own review, rendering this protest unnecessary. Please know that we submit this protest with the City's best interests in mind and a desire for a fair and lawful procurement process. We hope the City holds all bids to the standards set forth in the bid documents, as a waiver of any irregularities would be misleading.

Protest – All Cities Engineering (Lowest Bidder) All Cities Engineering's bid is **non-responsive** and must be rejected under California public works contracting law, which requires strict compliance with all material requirements of the solicitation.

1. **Failure to Provide Required Certifications (Sections 00441 & 00443 / Notice Inviting Bids, page 3):** No completed Public Works Contractor Registration Certification (Section 00441) was submitted, and no Certificates of Reported Compliance (CRCs) were provided for the bidder or any listed subcontractors as expressly required. The Notice Inviting Bids and Section 00441 state that failure to provide these documents "may render the Bid non-responsive." Under California law, the omission of required certifications is a material deviation that cannot be waived.
2. **Falsified List of Completed Projects (Section 00430, page 26):** All Cities listed a JCSD project valued at $15,000,000.00 as successfully completed. In fact, their bid on that project was rejected and the contract was awarded to Norstar Construction (our firm). This material misrepresentation violates the requirement of good-faith completeness in bid forms and renders the bid non-responsive as a matter of law.

•8780 19th ST # 310 •Alta Loma, CA 91701 •P (909) 481-9488 •F (909) 481-4608
•www.norstarpipeline.com •License 633471 A, C36

3. **Failure to List Required Subcontractor – Welding (Section 00440 & Public Contract Code § 4104)**: Welding of the 24-inch CML&C welded steel pipe constitutes work in excess of 0.5% of the total bid price. Public Contract Code § 4104(a) **mandates** that bidders list the name, address, license number, and DIR registration number of every such subcontractor. Failure to do so is grounds for a finding that the bid is non-responsive, and rejection is mandatory. All Cities listed no welding subcontractor.
4. **Inaccurate Subcontractor Listing (Section 00440)**: All Cities listed a jack-and-bore subcontractor for work that does not exist anywhere in the plans or specifications. This demonstrates a failure to accurately review the bid documents and constitutes a material irregularity under the strict-compliance standard required by California law.

Protest – Big Ben (Next Lowest Bidder) Big Ben's bid is likewise **non-responsive** and must be rejected for the following material defects:

1. **Incomplete DIR and Fleet Compliance Certifications (Sections 00441 & 00443 / Notice Inviting Bids, page 3)**: Big Ben provided DIR and CARB CRC certificates for only some subcontractors, not all as required, and failed to provide proof of its own Air Resources Board fleet certification. The Contract Documents expressly state that failure to submit valid CRCs "may render the Bid non-responsive." Omission of these mandatory certifications is a material defect under California public works law.
2. **Incomplete Bid Bond Submission (Section 00410 & Instructions to Bidders, Section 11)**: Big Ben's electronic bid package omitted pages 19 and 20 of the required Bid Bond form. The Instructions to Bidders expressly require bidders to "attach a pdf file(s) to the electronic bid submission containing **all** of the completed and signed Bid Documents." Although the original hard-copy bond was hand-delivered, the Contract Documents do not permit omission of pages from the mandatory electronic submission. This is a material deviation from the bidding requirements. California courts hold that bids must strictly conform to the solicitation; incomplete bid-security forms constitute a fatal defect unless the variance is truly inconsequential (which this is not).
3. **Failure to Designate a Qualified Irrigation Specialist (Technical Specifications TS-84, Bid Item 54)**: The Landscape Irrigation System work requires a qualified contractor with minimum experience, a C-27 license, and specific certifications (Irrigation Association or CLCA). Big Ben failed to list or demonstrate any qualified irrigation specialist. This violates the explicit qualification requirements of the Technical Specifications and renders the bid non-responsive under the strict-compliance rule.

Requested Relief Pursuant to the Instructions to Bidders, Public Contract Code § 5100 et seq., and the explicit non-responsiveness language in the Contract Documents, we respectfully request that the City:

1. Declare the bids of **All Cities Engineering** and **Big Ben** non-responsive;
2. Reject both bids; and

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3. Award the contract to the next lowest responsive and responsible bidder (Norstar Plumbing and Engineering inc. / our firm) .

We have attached the relevant pages from the bid packages of both firms and the applicable Contract Document sections for your immediate reference. We are available at your earliest convenience to discuss this protest.

Thank you for your prompt attention to this matter.

Respectfully submitted,

Nathan Plummer

Attachments:

- Original protest email correspondence
- PRR acknowledgment and production timeline
- Relevant excerpts from All Cities and Big Ben bid packages
- Highlighted Contract Document sections (00410, 00430, 00440, 00441, 00443, TS-84, Notice Inviting Bids)
- Public Contract Code §§ 4104 and 5100 excerpts for reference

Nathan Plummer
Chief Operating Officer
Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701
Office- (909) 481-9488
Direct(Cell)- (909) 912-4456

Outlook

Re: NORSTAR UT1072 Euclid Avenue Recycled Water System

From Nathan Plummer <Nathan@norstarpipeline.com>
Date Tue 3/24/2026 12:58 PM
To Grant Orbach <Grant.Orbach@bbklaw.com>
Cc Omar Gonzalez <OEGonzalez@ontarioca.gov>; Luke Zhipeng Qu <LZQu@ontarioca.gov>; Purchasing <Purchasing@ontarioca.gov>; Sue Plummer <sue@norstarpipeline.com>

Dear Mr. Orbach,

Thank you for your reply.

We strongly disagree with the tone and implications in your email.

Suggestions regarding taxpayer funds or the relative amounts of the bids are wholly irrelevant and inappropriate. These considerations have no bearing whatsoever on our rights as a bidder or on the City's obligation to administer a fair, transparent, and **lawful** public bidding process. Such arguments are misplaced, not well taken, and distract from the only issue that should concern the City: ensuring a fair public bidding process.

Our sole focus is a fair public bidding process—which should also be the City's focus. This entire situation (and our pre-protest) would have been entirely unnecessary if the City had promptly released the requested Public Records instead of holding them after bid opening.

We therefore reiterate our request that the City:

1. Immediately produce all records responsive to our Public Records Act request (Reference No. R007263-031726); and
2. Provide us with a reasonable opportunity to review those records and supplement our protest if warranted.

Please confirm receipt of this email and advise us of the date by which the documents will be provided.

Best regards,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701
Office- (909) 481-9488
Direct(Cell)- (909) 912-4456
Visit our website
norstarpipeline.com

From: Grant Orbach <Grant.Orbach@bbklaw.com>
Sent: Tuesday, March 24, 2026 12:33 PM
To: Nathan Plummer <Nathan@norstarpipeline.com>
Cc: Omar Gonzalez <OEGonzalez@ontarioca.gov>; Luke Zhipeng Qu <LZQu@ontarioca.gov>; Purchasing <Purchasing@ontarioca.gov>
Subject: RE: NORSTAR UT1072 Euclid Avenue Recycled Water System

Nathan,

Your email was referred to my attention. I serve as legal counsel to Ontario Municipal Utilities Company ("City").

Your pending Public Records Act request ***tolls*** the deadline to submit a protest with respect to grounds you were not reasonably aware of until such production until the City makes its production. Your request for an expedited production or extension is at best unnecessary. The balance of the request overreaches, particularly as it appears that you apparently intend to prosecute a classic *Judson* protest.

In *Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal. App.2d 377 ("*Judson*"), the second lowest bidder tried to invalidate the lowest bidder's bid, in the hope of securing the contract at higher public expense, after combing through the low bidder's bid and seeking to have it canceled on minor technicalities. (*Id.* at p. 383). The Court observed that the statutes requiring competitive bidding "are for the benefit of the public and not for the benefit of bidders", and that permitting such tactics would be "adverse to the best interests of the public and contrary to public policy." (*Ibid.*)

Here, your firm submitted a bid of $12,39,862.13, which is more than $500,000 above the lowest bid and approximately $75,000 above the next lowest bid. Under the rationale of *Judson*, if a protest is filed by your firm on the basis of irregularities appearing only in the documents the City will be producing (if it has not already), one would expect it to have a very substantial basis to invite the City to disregard two (2) lower bids and potentially award the contract to your firm for in excess of an additional $500,000 in taxpayer money. Not to oversell the point, but one could say there are in excess of 500,000 reasons why such a protest should be denied under the rationale of *Judson*. As such, if a supplemental protest is anticipated on this basis, the City would expect your firm to have very strong grounds to bring it predicated on the benefit to the public rather than benefit to private interests.

Thanks,

-Grant

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Grant Orbach
Of Counsel
grant.orbach@bbklaw.com
T: (916) 329-3692
bbklaw.com |

From: Nathan Plummer <Nathan@norstarpipeline.com>
Sent: Monday, March 23, 2026 5:53 PM
To: Luke Zhipeng Qu <LZQu@ontarioca.gov>; Purchasing <Purchasing@ontarioca.gov>
Cc: Omar Gonzalez <OEGonzalez@ontarioca.gov>
Subject: Re: NORSTAR UT1072 Euclid Avenue Recycled Water System

CAUTION – EXTERNAL SENDER

Good afternoon Luke,

Thank you for your prompt response and for confirming receipt of our correspondence.

To be clear, our letter dated March 17, 2026 constitutes a **formal bid protest** under Section 00200, Paragraph 31 of the Instructions to Bidders. We submitted our Public Records Act request (Reference No. R007263-031726) immediately upon seeing the bid results on the day of bid opening for the specific purpose of reviewing all responsive documents before the five-business-day protest deadline expires.

Because the City has not yet produced any of the requested records, we are currently unable to complete our review or determine whether additional irregularities exist that should be included in a supplemental protest. This timing creates prejudice and limits our ability to fully exercise the protest rights granted in the Contract Documents.

To resolve this fairly and efficiently, we respectfully request the following:

1. That the City **expedite production** of all records responsive to our Public Records Act request (R007263-031726) and provide us with a firm date by which the documents will be delivered (ideally no later than close of business on March 25, 2026).
2. A reasonable extension of the bid protest deadline to **five (5) business days after receipt** of the requested records, so that we may complete our review and supplement our protest if necessary.
3. That the City refrain from issuing any Notice of Intent to Award, proceeding with contract execution, or taking any further steps on this procurement until we have received the records and had the opportunity to submit any supplemental protest.

We remain available at your earliest convenience to discuss this request by phone or to clarify the scope of records needed. Please confirm receipt of this email and let us know the proposed timeline for production of the documents.

Thank you again for your assistance. We appreciate the City's commitment to a transparent and fair bidding process and look forward to your prompt reply.

Best regards,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701 [google.com]
Office- (909) 481-9488

Direct(Cell)- (909) 912-4456
Visit our website [norstarpipeline.com]
norstarpipeline.com

From: Luke Zhipeng Qu <LZQu@ontarioca.gov>
Sent: Monday, March 23, 2026 4:33 PM
To: Nathan Plummer <Nathan@norstarpipeline.com>; Purchasing <Purchasing@ontarioca.gov>
Cc: Omar Gonzalez <OEGonzalez@ontarioca.gov>
Subject: RE: NORSTAR UT1072 Euclid Avenue Recycled Water System

Good afternoon Nathan,

The City has received your correspondence regarding the UT1072 project.

The City will proceed with the procurement process in accordance with the Contract Documents. Any bid protest must comply with the requirements and timelines set forth in the Instructions to Bidders.

Separately, the City is processing your Public Records Act request and will provide responsive records in accordance with applicable law.

Thank you.

Best regards,
Luke Zhipeng Qu, P.E.
Senior Associate Engineer
Ontario Municipal Utilities Company
1425 S. Bon View Avenue
(909) 395-2676

ONTARIO MUNICIPAL UTILITIES COMPANY

From: Nathan Plummer <Nathan@norstarpipeline.com>
Sent: Monday, March 23, 2026 1:14 PM
To: Purchasing <Purchasing@ontarioca.gov>; Luke Zhipeng Qu <LZQu@ontarioca.gov>
Subject: NORSTAR UT1072 Euclid Avenue Recycled Water System

CAUTION – EXTERNAL SENDER

Dear Purchasing Dept

Pursuant to UT1072 Euclid Avenue Recycled Water System Section 00200, Paragraph 31 of the Instructions to Bidders, Norstar (a responsive bidder on the above project) respectfully submits this formal bid protest.

Project Details

- Project Title: UT1072 Euclid Avenue Recycled Water System
- Invitation #: 1978
- Bid Due Date / Opening Date: March 17, 2026, 2:00 p.m. PDT
- Our Bid: Timely submitted and responsive

Basis of Protest Immediately after the bid results became publicly available on March 17, 2026, we submitted a Public Records Act request to your office (received March 17, 2026, Reference No. R007263-031726). This request was made for the sole purpose of reviewing the bid tabulation, bid documents, and all related records so that we could fully evaluate whether any irregularities exist and, if so, prepare and file a complete substantive protest within the time allowed by the Contract Documents.

To date, we have not received any responsive documents. The City's delay in producing these public records is preventing us from completing our review and finalizing any additional protest. This directly impairs our rights as a bidder under the Public Records Act and the Contract Documents.

Requested Relief We respectfully request that the City:

1. produce all records responsive to our Public Records Act request (Reference No. R007263-031726);
2. Suspend any contract award, Notice of Intent to Award, or further processing of this project until the requested records are provided and we are given a reasonable opportunity (at least five business days after receipt) to review them and supplement this protest if necessary; and
3. Confirm in writing the date the records will be delivered and any extension of protest deadlines granted.

We have attached a copy of the City's acknowledgment of our Public Records Act request for your reference. We are available at your earliest convenience to discuss this matter or to clarify the scope of records requested.

Thank you for your prompt attention. We appreciate the City's commitment to a fair and transparent bidding process and look forward to your immediate response.

Respectfully submitted,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701 [google.com]
Office-(909) 481-9488
Direct(Cell)-(909) 912-4456
Visit our website [norstarpipelinc.com]
norstarpipeline.com

the office of the City Clerk or may be obtained online at http://www.dir.ca.gov/dlsr. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

21. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

22. DESIGNATION OF SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, contractor license number, and public works contractor registration number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Contract Documents in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself. Substitution of listed subcontractors shall only be permitted in accordance with Public Contract Code Section 4107.

23. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 *et seq.* with its bid. The certification is included in the Contract Documents.

24. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

License Class A

Award of Contract: The City shall award the Contract for the Project to the lowest responsible bidder as determined from the **BASE BID by the City. The City reserves the right to reject any or all bids or to waive any irregularities** or informalities in any bids or in the bidding process.

SPECIAL NOTICE ABOUT COVID-19: This Project consists of essential work and will therefore proceed unless appropriate governmental authorities order the work to cease. By submitting a Bid for this work, Bidder agrees to proceed with the work as proposed and to execute the contract in the form provided. Any conditions, caveats, or force majeure notices submitted with Bidder's bid will not be accepted and may result in a determination that the bid is non-responsive. Any such conditions, caveats, or notices submitted after award may result in the forfeiture of Bidder's bid security and award to the next lowest bidder. Bidders shall comply with the requirements provided in the section titled, "COVID-19 Safety Measures," of the Special Conditions. The costs of adhering to and complying with such requirements, and any future updates thereto, shall be included in the Bidders' bid amount. Key prevention practices include, but are not limited to, physical distancing, face coverings, frequent handwashing, regular cleaning and disinfection, and training employees on preventing the spread of COVID-19.

For further information, contact City of Ontario Purchasing Department at (909) 395-2012.

END OF NOTICE INVITING BIDS

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees that are in effect or reasonably anticipated on the bid date in their bid price.

30. EXECUTION OF CONTRACT

As required herein, the Bidder to whom the notification of intent to award is delivered shall, within ten (10) calendar days of the date of the notice, execute and deliver to City two identical counterparts of the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

31. FILING OF BID PROTESTS

Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing to the City's Utilities Engineering Division Manager at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form of content of the Bid or Contract Documents not previously stated in writing.

Submitted bids will be timely made available for review upon written request of any bidder.

Bidders may file a "protest" of a Bid with the City's Utilities Engineering Division Manager. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing not later than 5:00 p.m. on the fifth business day after the bid opening date;

B. Clearly identify the specific irregularity or basis for the protest;

C. Specify, in detail, the factual and legal grounds for the protest; and

D. Include all relevant supporting documentation with the protest at time of filing.

If the protest does not meet all of these requirements, the City may reject it without further review.

If the protest is timely and complies with all of the above requirements, the City's Utilities General Manager, or other designated City staff member, shall review the protest, any response from the challenged bidder, and all other relevant information. The City will provide a written response to the protestor.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

END OF INSTRUCTIONS TO BIDDERS

provided in the List of Subcontractors Form. 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.

25. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City two identical counterparts of the Performance Bond and Payment Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

27. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code Section 20103.5.

28. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date**.

29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

making arrangements through the OMUC Project Manager. Bids WILL NOT be accepted from any bidder who did not attend the Pre-Bid Meeting.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which went into effect on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the City Clerk's office or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

all cities provided zero certs and big ben missed numerous certs

Payment for this Bid Item shall be made at the contract price bid per each (LS) for *"Convert Existing Irrigation System to Recycled Water - Town Square Park"* and shall be considered full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

Payment
Payment for this Bid Item shall be made at the contract price bid per each (LS) for *"Convert Existing Irrigation System to Recycled Water - Centennial Park"* and shall be considered full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

Payment
Payment for this Bid Item shall be made at the contract price bid per each (LS) for *"Convert Existing Irrigation System to Recycled Water - Riverside Drive Parkway"* and shall be considered full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

BID ITEM 54 LANDSCAPE IRRIGATION SYSTEM

The work to be performed under this Spec Item includes full compensation for furnishing all labor, materials (including fittings), tools, and equipment and consists of, but not necessarily limited to the following:

- The scope of work includes the construction of an irrigation system for trees and modifications to irrigation in existing landscape planting areas. The extent of the irrigation system is shown on the drawings. The work includes all services, labor, materials, transportation and equipment necessary to perform the work as shown and/or noted on the drawings and/or as specified. Irrigation system shall be fully functional with all capabilities met.

- Contractor is responsible for close coordination with other contractors involved with demolition and construction of site elements. For the project to be successful, it is the responsibility of Contractor to coordinate his work with other trades, as well as with the City's Representative prior to, and throughout the construction period to avoid conflicts which may interrupt another's work progress.

- Qualifications and Requirements:

big ben listed no qualified landscaper

1. Project Experience. Have a minimum of five (5) years experience installing three (3) different projects of this size and of similar scope. Provide project references.
2. Project Completion. Successful completion of a minimum of three (3) commercial irrigation projects of this size and of similar scope, from beginning to end (not including projects that may not have been originally bid upon from the project beginning). Must have a good reputation for quality of work and the ability to stay on schedule.
3. Company Specialization. Professional contractor must have at a minimum, a C-27 license, is a Certified Irrigation Contractor (by the Irrigation Association) or equivalent certified Contractor with CLCA (California Landscape Contractors Association), specializing in commercial irrigation system installation and maintenance. A review of a current copy of each bidder's license is required.
4. Credit Rating. Business has a good credit standing with irrigation distributors, manufacturers and other creditors that the business relies upon to perform.
5. Contractor shall be able to secure bonding.
6. Contractor shall be able to obtain and carry appropriate insurance policies.
7. Installation Expertise. It is required for the Contractor's performance that installers are experts in the operations they are engaged to perform.
8. Contractor shall provide evidence of valid training, certifications, safety training, and continuing education of employees by industry leading trade groups such as the IA and CLCA.
9. Company crew size and equipment shall be sufficient to accomplish the installation on schedule and maintain the landscape according to maintenance specifications. The contractor shall own or have access to all of the equipment necessary to properly install the irrigation system.
10. Designation of site project leader or foreman shall not change for the duration of the installation.

ALL CITIES PACKAGE

relevant pages

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder perform the required Work.

what job is this???? we belive this bid was rejected and awarded to norstar this is a false document . only contract all cities has with JCSD is 5 million and the project name is 44th street

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Na Phone Num
JCSD	Water main Imp.	2024-2026	$15,000,000	Enaya Kyguni (909) 532-9675
C/O Garden Grove	Water main	25/26	$8,000,000	Carina Dan (714) 448-1456
C/O Chino Hills	Water main Imp.	2025	$2,500,000	Daniel Hernandez (909) 270-0768
C/O Fullerton	Water main Imp.	2024/2026	$6,000,000	Miguel Garcia (714) 932-7506
C/O South Gate	Water main Imp.	2024	$3,500,000	Derwin Dy (657) 252-1170
C/O Lakewood	Water main Imp.	2024/25	$4,250,000	Anthony Manzano (562) 866-9771 Ext. 2703

SECTION 00440
LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, contractor's license number, DIR registration number and the location of the place of business of and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater. The City may, within its sole discretion, grant additional time to provide the below requested information.

If no subcontractor is specified for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater, or if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

no welders

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number
Traffic Loops	Tesoro Contractors, Inc	South Gate, CA	1091855	1000995757
Surveying	On Point Land Surveying, Inc	Redlands CA	LS 8133	1000003100
Asphalt/coldplane	All American Asphalt	Corona, CA	267073	1000001051
Jack/Bore	Golden State Boring	Chino, CA	678500	1000005788
Striping	Superior Pavement Markings	Cypress, CA	1141887	2000015240
Landscape/Irrigation	Marina Landscape, Inc	Orange, CA	492862	10000000079
Tree Removal	Treesmith Enterprises, Inc	Anaheim, CA	802705	1000001838

there is no jack and bore

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: All Cities Engineering, Inc

DIR Registration Number: 1000044815

DIR Registration Expiration: 06/30/2027

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Javier Castro, Vice President

Dated 03/16/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

missing form for all subs

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature_____

Name and Title_____

Dated_____

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled Vice-President

Firm All Cities Engineering, Inc

Date 03/16/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: All Cities Engineering, Inc

Signature: _____

Name: Javier Castro

Title: Vice-President

Date: 03/16/2026

missing form for all subs including CRC's

BIG BEN PACKAGE

relevant pages

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Big Ben Inc.

Signature _____

Name Sep Sharifi

Title CEO

Dated 03-17-26

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

missing pages 19 and 20 bid bond

SECTION 00440
LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, contractor's license number, DIR registration number and the location of the place of business of and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater. The City may, within its sole discretion, grant additional time to provide the below requested information.

If no subcontractor is specified for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater, or if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number
Grind & Cap	Hardy & Harper	32 Rancho Circle, Lake Forest, CA 92630	215952	1000000076
Survey	On Point Land Surveying, Inc.	1906 Orange Tree Lane, Suite 240, Redlands, CA 92374	LS 8133	1000003100
Striping	Superior Pavement Markings	5312 Cypress St Cypress, CA 90630	1141887	2000015240
Traffic Loops	Traffic Loops Crackfilling	946 S. Emerald St. Anaheim, CA 92804	652956	1000003794
Tree removal & Pruning	V & E TREE SERVICE INC	2425 N Batavia St Orange, CA 92865	654506	1000001936

no fleet compliance cert

no fleet compliance cert

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a no forms for subs provided artment of Industrial Relations.[1]

Name of Bidder: Big Ben Inc.

DIR Registration Number: 1000007466

DIR Registration Expiration: 06-30-2027

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Sep Sharifi (CEO)

Dated 03-17-26

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

missing form for all subs

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(l)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(l)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Big Ben Inc.

Signature: _____

Name: Sep Sharifi

Title: CEO

Date: 03-17-26

missing form for all subs including CRC's

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

BIG BEN ENGINEERING

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

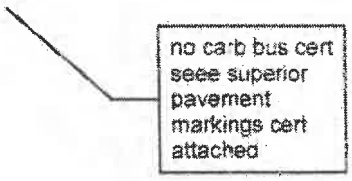
Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

117373

To verify the authenticity of this certificate, enter the number at http://www.arb.ca.gov/doors/compliance_cert1.html





California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

HARDY & HARPER, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires** 2/28/2027

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

4333

To verify the authenticity of this certificate, enter this number at http://www.arb.ca.gov/doors/compliance_cert1.html

missing fleet comliance cert form 00443 and DIR registration cert section 00441

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(f)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(f)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: On Point Land Surveying, Inc.

Signature: V-bf

Name: Vanessa Lovo

Title: Project Manager

Date: 03.04.2026

ON POINT
LAND SURVEYING, INC

1906 Orange Tree Lane, Suite 240 Redlands, California 92374

(909) 792-2221, (909) 784-1836 fax
office@onpointlandsurveying.com
www.onpointlandsurveying.com

03/04/2026

RE: Euclid Avenue Recycled Water System, Ontario
Bid # UT1072
CARB CA Air Resources Board

Certification of Compliance: I hereby certify that our company is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

I hereby certify that our work on the Euclid Avenue Recycled Water System, Ontario Project does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

Contractor Company Name: On Point Land Surveying, Inc.

Signature: V-bt

Print Name: Vanessa Lovo

Date: 03.04.2026

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Superior Pavement Markings, LLC

DIR Registration Number: 2000015240

DIR Registration Expiration: 06/30/2026

Small Project Exemption: _____ Yes or ✓ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Darren Veltz, President

Dated 03/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

SUPERIOR PAVEMENT MARKINGS LLC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

245580

To verify the authenticity of this certificate, enter this number at http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Superior Pavement Markings Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-05

4 Vehicles

TRUCRS Fleet Identification

151395

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onroaddiesel/tblookup.php

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

✓ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(l)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(l)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Traffic Loops Crackfilling, Inc.

Signature: _____

Name: Mary P. Nguyen

Title: Vice President

Date: 03/17/2026

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

TRAFFIC LOOPS CRACKFILLING, INC

***No vehicles reported.|**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

245463

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Traffic Loops Crackfilling, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until December 31, 2026

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
Division California Air Resources Board

Printed on 2026-01-13

11 Vehicles

TRUCRS Fleet Identification
152153

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onroaddiesel/tbloolup.php

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

V & E TREE SERVICE

missing DIR registration cert section 00441

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

12412

To verify the authenticity of this certificate, enter this number at http://www.arb.ca.gov/doors/compliance_cert1.html

978



CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: V&E TREE SERVICE INC

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until December 31, 2026

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2025-12-19

11 Vehicles

TRUCRS Fleet Identification

112094

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onroaddiesel/tbloolup.php

Exhibit 2

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

April 16, 2026

Norstar Plumbing and Engineering, Inc.
Attn: Nathan Plummer, Chief Operating Officer
8780 19TH St #310
Alta Loma, CA 91701

All Cities Engineering, Inc.
Attn: Javier Castro, Vice President
PO Box 3619
Riverside, CA 92519

Big Ben Engineering, Inc.
Attn: Sep Sharifi
4790 Irvine Blvd. #105-404
Irvine, CA 92620

Re: Bid Protest dated March 30, 2026
OMUC Contract No. UT1072

The City of Ontario ("City") is in receipt of the bid protest attached hereto as Exhibit A and Exhibit B (collectively, the "Bid Protest"), as well as the responses thereto attached hereto as Exhibit C and Exhibit D.

The Bid Protest as applied to the bid of apparent low bidder All Cities Engineering, Inc. is **DENIED** as without legal or factual merit. The Bid Protest as applied to the bid of apparent second low bidder Big Ben Engineering, Inc. is **DENIED** as moot. City staff intends to recommend that the contract be awarded to apparent low bidder All Cities Engineering, Inc. as the lowest responsible responsive bidder.

The irregularities complained of in the bid of All Cities Engineering, Inc. do not render the bid *non-responsive* because the irregularities do not impact the bid's promise to do what the specifications require.(*Great West Contractors, Inc. v. Irvine Unified School Dist.* (2010) 187 Cal.App.4th 1425,

1452). Rather, the irregularities complained of in the bid of All Cities Engineering, Inc. related to responsibility, as the Bid Protest questions whether that bidder has the "demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." (Public Contract Code section 1103). The distinction is important, because a bidder whose responsibility is questioned has a ***constitutional*** due process right to notice and an opportunity to be heard before its bid is rejected on such grounds. (*Id.* at pp. 1455-1458). In other words, a post-bid-submittal can resolve a responsibility issue while a post-bid submittal cannot resolve a responsiveness issue.

Here, the response to the Bid Protest of All Cities Engineering, Inc. adequately demonstrates the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

"Competitive bidding guards against favoritism, extravagance, fraud, and corruption; it serves the public by preventing waste and securing the best economic result." (*San Diego Service Authority for Freeway Emergencies v. Superior Court* (1988) 198 Cal.App.3d 1466 ("San Diego")). "It must be remembered that competitive bidding statutes [...] are for the benefit of the public and not for the benefit of bidders [...]. It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal [...] of the low bidder after the fact, cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy." (*Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal. App. 2d 377, 383).

Applying the foregoing, and as a matter of simple math, it could be said that the Bid Protest should be denied for in excess of $500,000 reasons, each reason representing each dollar the bid of Norstar Plumbing and Engineering, Inc. exceeded the asserted bid of the apparent low bidder. The Bid Protest does not offer the City "the best economic result". (*San Diego*). The Bid Protest does not "prevent waste". (*Ibid.*) The Bid Protest does not guard against "favoritism, extravagance, fraud, and corruption". (*Ibid.*). The Bid Protest instead solicits the City to spend in excess of an additional $500,000, based on specious and easily rebutted reputational disparagement of business competitors, tempting the City to favor the protester to the prejudice of business competitors that the competitive bidding is designed to avoid. The apparent low bidder has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience ***sufficient*** to satisfactorily perform the public works contract.

The balance of the Bid Protest is denied as moot. The City appreciates the Bid Protest, has carefully considered it, and denies it, a legislative decision guided by consideration of the public welfare. (*Mike Moore's 24-Hour Towing v. City of San Diego* (1996) 45 Cal.App.4th 1294, 1303 (contract award and prior acts subject to arbitrary and capricious review). City staff intends to recommend that the City Council award the contract to the apparent lowest responsible bidder.

Respectfully,

Luke Zhipeng Qu
Senior Associate Engineer
City of Ontario

Luke Zhipeng Qu Digitally signed by Luke Zhipeng Qu

46700 10201\4491365.0 1

EXHIBIT A

NORSTAR
PLUMBING & ENGINEERING, INC.

3/30/26
Dennis Mejia
City of Ontario Municipal Utilities Company
303 East "B" Street, Ontario, CA 91764

BID PROTEST
UT1072 Euclid Avenue Recycled Water System

Submitted to: Dennis Mejia, P.E. Utilities Engineering Manager City of Ontario Municipal Utilities Company 303 East "B" Street, Ontario, CA 91764

Dear Mr. Mejia,

This letter constitutes a **Supplemental and Final Bid Protest** pursuant to Section 00200, Paragraph 31 of the Instructions to Bidders. It supplements and finalizes our original protest emailed on March 23, 2026. Our Public Records Act request (Ref. No. R007263-031726), submitted on March 17, 2026 at 4:35:39 p.m., was not produced until March 27, 2026 at 8:51:17 a.m., despite multiple requests for expedited production. We now submit this final protest after full review of all bid documents.

We are hopeful that the City has already identified these same issues during its own review, rendering this protest unnecessary. Please know that we submit this protest with the City's best interests in mind and a desire for a fair and lawful procurement process. We hope the City holds all bids to the standards set forth in the bid documents, as a waiver of any irregularities would be misleading.

Protest – All Cities Engineering (Lowest Bidder) All Cities Engineering's bid is **non-responsive** and must be rejected under California public works contracting law, which requires strict compliance with all material requirements of the solicitation.

1. **Failure to Provide Required Certifications (Sections 00441 & 00443 / Notice Inviting Bids, page 3):** No completed Public Works Contractor Registration Certification (Section 00441) was submitted, and no Certificates of Reported Compliance (CRCs) were provided for the bidder or any listed subcontractors as expressly required. The Notice Inviting Bids and Section 00441 state that failure to provide these documents "may render the Bid non-responsive." Under California law, the omission of required certifications is a material deviation that cannot be waived.
2. **Falsified List of Completed Projects (Section 00430, page 26):** All Cities listed a JCSD project valued at $15,000,000.00 as successfully completed. In fact, their bid on that project was rejected and the contract was awarded to Norstar Construction (our firm). This material misrepresentation violates the requirement of good-faith completeness in bid forms and renders the bid non-responsive as a matter of law.

•8780 19th ST # 310 •Alta Loma, CA 91701 •P (909) 481-9488 •F (909) 481-4608
•www.norstarpipeline.com •License 633471 A, C36

3. **Failure to List Required Subcontractor – Welding (Section 00440 & Public Contract Code § 4104)**: Welding of the 24-inch CML&C welded steel pipe constitutes work in excess of 0.5% of the total bid price. Public Contract Code § 4104(a) **mandates** that bidders list the name, address, license number, and DIR registration number of every such subcontractor. Failure to do so is grounds for a finding that the bid is non-responsive, and rejection is mandatory. All Cities listed no welding subcontractor.
4. **Inaccurate Subcontractor Listing (Section 00440)**: All Cities listed a jack-and-bore subcontractor for work that does not exist anywhere in the plans or specifications. This demonstrates a failure to accurately review the bid documents and constitutes a material irregularity under the strict-compliance standard required by California law.

Protest – Big Ben (Next Lowest Bidder) Big Ben's bid is likewise **non-responsive** and must be rejected for the following material defects:

1. **Incomplete DIR and Fleet Compliance Certifications (Sections 00441 & 00443 / Notice Inviting Bids, page 3)**: Big Ben provided DIR and CARB CRC certificates for only some subcontractors, not all as required, and failed to provide proof of its own Air Resources Board fleet certification. The Contract Documents expressly state that failure to submit valid CRCs "may render the Bid non-responsive." Omission of these mandatory certifications is a material defect under California public works law.
2. **Incomplete Bid Bond Submission (Section 00410 & Instructions to Bidders, Section 11)**: Big Ben's electronic bid package omitted pages 19 and 20 of the required Bid Bond form. The Instructions to Bidders expressly require bidders to "attach a pdf file(s) to the electronic bid submission containing **all** of the completed and signed Bid Documents." Although the original hard-copy bond was hand-delivered, the Contract Documents do not permit omission of pages from the mandatory electronic submission. This is a material deviation from the bidding requirements. California courts hold that bids must strictly conform to the solicitation; incomplete bid-security forms constitute a fatal defect unless the variance is truly inconsequential (which this is not).
3. **Failure to Designate a Qualified Irrigation Specialist (Technical Specifications TS-84, Bid Item 54)**: The Landscape Irrigation System work requires a qualified contractor with minimum experience, a C-27 license, and specific certifications (Irrigation Association or CLCA). Big Ben failed to list or demonstrate any qualified irrigation specialist. This violates the explicit qualification requirements of the Technical Specifications and renders the bid non-responsive under the strict-compliance rule.

Requested Relief Pursuant to the Instructions to Bidders, Public Contract Code § 5100 et seq., and the explicit non-responsiveness language in the Contract Documents, we respectfully request that the City:

1. Declare the bids of **All Cities Engineering** and **Big Ben** non-responsive;
2. Reject both bids; and

•8780 19th ST # 310 •Alta Loma, CA 91701 •P (909) 481-9488 •F (909) 481-4608
•www.norstarpipeline.com •License 633471 A, C36

3. Award the contract to the next lowest responsive and responsible bidder (Norstar Plumbing and Engineering inc. / our firm) .

We have attached the relevant pages from the bid packages of both firms and the applicable Contract Document sections for your immediate reference. We are available at your earliest convenience to discuss this protest.

Thank you for your prompt attention to this matter.

Respectfully submitted,

Nathan Plummer

Attachments:

- Original protest email correspondence
- PRR acknowledgment and production timeline
- Relevant excerpts from All Cities and Big Ben bid packages
- Highlighted Contract Document sections (00410, 00430, 00440, 00441, 00443, TS-84, Notice Inviting Bids)
- Public Contract Code §§ 4104 and 5100 excerpts for reference

Nathan Plummer
Chief Operating Officer
Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701
Office- (909) 481-9488
Direct(Cell)- (909) 912-4456

Outlook

Re: NORSTAR UT1072 Euclid Avenue Recycled Water System

From Nathan Plummer <Nathan@norstarpipeline.com>
Date Tue 3/24/2026 12:58 PM
To Grant Orbach <Grant.Orbach@bbklaw.com>
Cc Omar Gonzalez <OEGonzalez@ontarioca.gov>; Luke Zhipeng Qu <LZQu@ontarioca.gov>; Purchasing <Purchasing@ontarioca.gov>; Sue Plummer <sue@norstarpipeline.com>

Dear Mr. Orbach,

Thank you for your reply.

We strongly disagree with the tone and implications in your email.

Suggestions regarding taxpayer funds or the relative amounts of the bids are wholly irrelevant and inappropriate. These considerations have no bearing whatsoever on our rights as a bidder or on the City's obligation to administer a fair, transparent, and **lawful** public bidding process. Such arguments are misplaced, not well taken, and distract from the only issue that should concern the City: ensuring a fair public bidding process.

Our sole focus is a fair public bidding process—which should also be the City's focus. This entire situation (and our pre-protest) would have been entirely unnecessary if the City had promptly released the requested Public Records instead of holding them after bid opening.

We therefore reiterate our request that the City:

1. Immediately produce all records responsive to our Public Records Act request (Reference No. R007263-031726); and
2. Provide us with a reasonable opportunity to review those records and supplement our protest if warranted.

Please confirm receipt of this email and advise us of the date by which the documents will be provided.

Best regards,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701
Office- (909) 481-9488
Direct(Cell)- (909) 912-4456
Visit our website
norstarpipeline.com

From: Grant Orbach <Grant.Orbach@bbklaw.com>
Sent: Tuesday, March 24, 2026 12:33 PM
To: Nathan Plummer <Nathan@norstarpipeline.com>
Cc: Omar Gonzalez <OEGonzalez@ontarioca.gov>; Luke Zhipeng Qu <LZQu@ontarioca.gov>; Purchasing <Purchasing@ontarioca.gov>
Subject: RE: NORSTAR UT1072 Euclid Avenue Recycled Water System

Nathan,

Your email was referred to my attention. I serve as legal counsel to Ontario Municipal Utilities Company ("City").

Your pending Public Records Act request ***tolls*** the deadline to submit a protest with respect to grounds you were not reasonably aware of until such production until the City makes its production. Your request for an expedited production or extension is at best unnecessary. The balance of the request overreaches, particularly as it appears that you apparently intend to prosecute a classic *Judson* protest.

In *Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal. App.2d 377 ("*Judson*"), the second lowest bidder tried to invalidate the lowest bidder's bid, in the hope of securing the contract at higher public expense, after combing through the low bidder's bid and seeking to have it canceled on minor technicalities. (*Id.* at p. 383). The Court observed that the statutes requiring competitive bidding "are for the benefit of the public and not for the benefit of bidders", and that permitting such tactics would be "adverse to the best interests of the public and contrary to public policy." (*Ibid.*)

Here, your firm submitted a bid of $12,39,862.13, which is more than $500,000 above the lowest bid and approximately $75,000 above the next lowest bid. Under the rationale of *Judson*, if a protest is filed by your firm on the basis of irregularities appearing only in the documents the City will be producing (if it has not already), one would expect it to have a very substantial basis to invite the City to disregard two (2) lower bids and potentially award the contract to your firm for in excess of an additional $500,000 in taxpayer money. Not to oversell the point, but one could say there are in excess of 500,000 reasons why such a protest should be denied under the rationale of *Judson*. As such, if a supplemental protest is anticipated on this basis, the City would expect your firm to have very strong grounds to bring it predicated on the benefit to the public rather than benefit to private interests.

Thanks,

-Grant

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Grant Orbach
Of Counsel
grant.orbach@bbklaw.com
T: (916) 329-3692
bbklaw.com |

From: Nathan Plummer <Nathan@norstarpipeline.com>
Sent: Monday, March 23, 2026 5:53 PM
To: Luke Zhipeng Qu <LZQu@ontarioca.gov>; Purchasing <Purchasing@ontarioca.gov>
Cc: Omar Gonzalez <OEGonzalez@ontarioca.gov>
Subject: Re: NORSTAR UT1072 Euclid Avenue Recycled Water System

CAUTION - EXTERNAL SENDER

Good afternoon Luke,

Thank you for your prompt response and for confirming receipt of our correspondence.

To be clear, our letter dated March 17, 2026 constitutes a **formal bid protest** under Section 00200, Paragraph 31 of the Instructions to Bidders. We submitted our Public Records Act request (Reference No. R007263-031726) immediately upon seeing the bid results on the day of bid opening for the specific purpose of reviewing all responsive documents before the five-business-day protest deadline expires.

Because the City has not yet produced any of the requested records, we are currently unable to complete our review or determine whether additional irregularities exist that should be included in a supplemental protest. This timing creates prejudice and limits our ability to fully exercise the protest rights granted in the Contract Documents.

To resolve this fairly and efficiently, we respectfully request the following:

1. That the City **expedite production** of all records responsive to our Public Records Act request (R007263-031726) and provide us with a firm date by which the documents will be delivered (ideally no later than close of business on March 25, 2026).
2. A reasonable extension of the bid protest deadline to **five (5) business days after receipt** of the requested records, so that we may complete our review and supplement our protest if necessary.
3. That the City refrain from issuing any Notice of Intent to Award, proceeding with contract execution, or taking any further steps on this procurement until we have received the records and had the opportunity to submit any supplemental protest.

We remain available at your earliest convenience to discuss this request by phone or to clarify the scope of records needed. Please confirm receipt of this email and let us know the proposed timeline for production of the documents.

Thank you again for your assistance. We appreciate the City's commitment to a transparent and fair bidding process and look forward to your prompt reply.

Best regards,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701 [google.com]
Office-(909) 481-9488

Direct(Cell)- (909) 912-4456
Visit our website [norstarpipeline.com]
norstarpipeline.com

From: Luke Zhipeng Qu <LZQu@ontarioca.gov>
Sent: Monday, March 23, 2026 4:33 PM
To: Nathan Plummer <Nathan@norstarpipeline.com>; Purchasing <Purchasing@ontarioca.gov>
Cc: Omar Gonzalez <OEGonzalez@ontarioca.gov>
Subject: RE: NORSTAR UT1072 Euclid Avenue Recycled Water System

Good afternoon Nathan,

The City has received your correspondence regarding the UT1072 project.

The City will proceed with the procurement process in accordance with the Contract Documents. Any bid protest must comply with the requirements and timelines set forth in the Instructions to Bidders.

Separately, the City is processing your Public Records Act request and will provide responsive records in accordance with applicable law.

Thank you.

Best regards,
Luke Zhipeng Qu, P.E.
Senior Associate Engineer
Ontario Municipal Utilities Company
1425 S. Bon View Avenue
(909) 395-2676

From: Nathan Plummer <Nathan@norstarpipeline.com>
Sent: Monday, March 23, 2026 1:14 PM
To: Purchasing <Purchasing@ontarioca.gov>; Luke Zhipeng Qu <LZQu@ontarioca.gov>
Subject: NORSTAR UT1072 Euclid Avenue Recycled Water System

CAUTION – EXTERNAL SENDER

Dear Purchasing Dept

Pursuant to UT1072 Euclid Avenue Recycled Water System Section 00200, Paragraph 31 of the Instructions to Bidders, Norstar (a responsive bidder on the above project) respectfully submits this formal bid protest.

Project Details

- Project Title: UT1072 Euclid Avenue Recycled Water System
- Invitation #: 1978
- Bid Due Date / Opening Date: March 17, 2026, 2:00 p.m. PDT
- Our Bid: Timely submitted and responsive

Basis of Protest Immediately after the bid results became publicly available on March 17, 2026, we submitted a Public Records Act request to your office (received March 17, 2026, Reference No. R007263-031726). This request was made for the sole purpose of reviewing the bid tabulation, bid documents, and all related records so that we could fully evaluate whether any irregularities exist and, if so, prepare and file a complete substantive protest within the time allowed by the Contract Documents.

To date, we have not received any responsive documents. The City's delay in producing these public records is preventing us from completing our review and finalizing any additional protest. This directly impairs our rights as a bidder under the Public Records Act and the Contract Documents.

Requested Relief We respectfully request that the City:

1. produce all records responsive to our Public Records Act request (Reference No. R007263-031726);
2. Suspend any contract award, Notice of Intent to Award, or further processing of this project until the requested records are provided and we are given a reasonable opportunity (at least five business days after receipt) to review them and supplement this protest if necessary; and
3. Confirm in writing the date the records will be delivered and any extension of protest deadlines granted.

We have attached a copy of the City's acknowledgment of our Public Records Act request for your reference. We are available at your earliest convenience to discuss this matter or to clarify the scope of records requested.

Thank you for your prompt attention. We appreciate the City's commitment to a fair and transparent bidding process and look forward to your immediate response.

Respectfully submitted,

Nathan Plummer

Chief Operating Officer

Norstar Plumbing and Engineering, Inc.
8780 19TH St #310 Alta Loma, CA 91701 [google.com]
Office-(909) 481-9488
Direct(Cell)- (909) 912-4456
Visit our website [norstarpipeline.com]
norstarpipeline.com

the office of the City Clerk or may be obtained online at http://www.dir.ca.gov/dlsr. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

21. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

22. DESIGNATION OF SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, contractor license number, and public works contractor registration number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Contract Documents in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself. Substitution of listed subcontractors shall only be permitted in accordance with Public Contract Code Section 4107.

23. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 *et seq.* with its bid. The certification is included in the Contract Documents.

24. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

License Class A

Award of Contract: The City shall award the Contract for the Project to the lowest responsible bidder as determined from the BASE BID by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

SPECIAL NOTICE ABOUT COVID-19: This Project consists of essential work and will therefore proceed unless appropriate governmental authorities order the work to cease. By submitting a Bid for this work, Bidder agrees to proceed with the work as proposed and to execute the contract in the form provided. Any conditions, caveats, or force majeure notices submitted with Bidder's bid will not be accepted and may result in a determination that the bid is non-responsive. Any such conditions, caveats, or notices submitted after award may result in the forfeiture of Bidder's bid security and award to the next lowest bidder. Bidders shall comply with the requirements provided in the section titled, "COVID-19 Safety Measures," of the Special Conditions. The costs of adhering to and complying with such requirements, and any future updates thereto, shall be included in the Bidders' bid amount. Key prevention practices include, but are not limited to, physical distancing, face coverings, frequent handwashing, regular cleaning and disinfection, and training employees on preventing the spread of COVID-19.

For further information, contact City of Ontario Purchasing Department at (909) 395-2012.

END OF NOTICE INVITING BIDS

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees that are in effect or reasonably anticipated on the bid date in their bid price.

30. EXECUTION OF CONTRACT

As required herein, the Bidder to whom the notification of intent to award is delivered shall, within ten (10) calendar days of the date of the notice, execute and deliver to City two identical counterparts of the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

31. FILING OF BID PROTESTS

Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing to the City's Utilities Engineering Division Manager at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form of content of the Bid or Contract Documents not previously stated in writing.

Submitted bids will be timely made available for review upon written request of any bidder.

Bidders may file a "protest" of a Bid with the City's Utilities Engineering Division Manager. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing not later than 5:00 p.m. on the fifth business day after the bid opening date;

B. Clearly identify the specific irregularity or basis for the protest;

C. Specify, in detail, the factual and legal grounds for the protest; and

D. Include all relevant supporting documentation with the protest at time of filing.

If the protest does not meet all of these requirements, the City may reject it without further review.

If the protest is timely and complies with all of the above requirements, the City's Utilities General Manager, or other designated City staff member, shall review the protest, any response from the challenged bidder, and all other relevant information. The City will provide a written response to the protestor.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

END OF INSTRUCTIONS TO BIDDERS

provided in the List of Subcontractors Form. 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.

25. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City two identical counterparts of the Performance Bond and Payment Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

27. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code Section 20103.5.

28. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

making arrangements through the OMUC Project Manager. Bids WILL NOT be accepted from any bidder who did not attend the Pre-Bid Meeting.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which went into effect on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the City Clerk's office or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

all cities provided zero certs and big ben missed numerous certs

Payment for this Bid Item shall be made at the contract price bid per each (LS) for *"Convert Existing Irrigation System to Recycled Water - Town Square Park"* and shall be considered full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

Payment

Payment for this Bid Item shall be made at the contract price bid per each (LS) for *"Convert Existing Irrigation System to Recycled Water - Centennial Park"* and shall be considered full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

Payment

Payment for this Bid Item shall be made at the contract price bid per each (LS) for *"Convert Existing Irrigation System to Recycled Water - Riverside Drive Parkway"* and shall be considered full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

BID ITEM 54 LANDSCAPE IRRIGATION SYSTEM

The work to be performed under this Spec Item includes full compensation for furnishing all labor, materials (including fittings), tools, and equipment and consists of, but not necessarily limited to the following:

- The scope of work includes the construction of an irrigation system for trees and modifications to irrigation in existing landscape planting areas. The extent of the irrigation system is shown on the drawings. The work includes all services, labor, materials, transportation and equipment necessary to perform the work as shown and/or noted on the drawings and/or as specified. Irrigation system shall be fully functional with all capabilities met.

- Contractor is responsible for close coordination with other contractors involved with demolition and construction of site elements. For the project to be successful, it is the responsibility of Contractor to coordinate his work with other trades, as well as with the City's Representative prior to, and throughout the construction period to avoid conflicts which may interrupt another's work progress.

- Qualifications and Requirements:

big ben listed no qualified landscaper

1. Project Experience. Have a minimum of five (5) years experience installing three (3) different projects of this size and of similar scope. Provide project references.
2. Project Completion. Successful completion of a minimum of three (3) commercial irrigation projects of this size and of similar scope, from beginning to end (not including projects that may not have been originally bid upon from the project beginning). Must have a good reputation for quality of work and the ability to stay on schedule.
3. Company Specialization. Professional contractor must have at a minimum, a C-27 license, is a Certified Irrigation Contractor (by the Irrigation Association) or equivalent certified Contractor with CLCA (California Landscape Contractors Association), specializing in commercial irrigation system installation and maintenance. A review of a current copy of each bidder's license is required.
4. Credit Rating. Business has a good credit standing with irrigation distributors, manufacturers and other creditors that the business relies upon to perform.
5. Contractor shall be able to secure bonding.
6. Contractor shall be able to obtain and carry appropriate insurance policies.
7. Installation Expertise. It is required for the Contractor's performance that installers are experts in the operations they are engaged to perform.
8. Contractor shall provide evidence of valid training, certifications, safety training, and continuing education of employees by industry leading trade groups such as the IA and CLCA.
9. Company crew size and equipment shall be sufficient to accomplish the installation on schedule and maintain the landscape according to maintenance specifications. The contractor shall own or have access to all of the equipment necessary to properly install the irrigation system.
10. Designation of site project leader or foreman shall not change for the duration of the installation.

ALL CITIES PACKAGE

relevant pages

C. **LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[**Duplicate page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder perform the required Work.

what job is this???? we belive this bid was rejected and awarded to norstar this is a false document only contract all cities has with JCSD is 5 million and the project name is 44th street

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Na Phone Num
JCSD	Water main Imp.	2024-2026	$15,000,000	Enaya Kyguni (909) 532-9675
C/O Garden Grove	Water main	25/26	$8,000,000	Carina Dan (714) 448-1456
C/O Chino Hills	Water main Imp.	2025	$2,500,000	Daniel Hernandez (909) 270-0768
C/O Fullerton	Water main Imp.	2024/2026	$6,000,000	Miguel Garcia (714) 932-7506
C/O South Gate	Water main Imp.	2024	$3,500,000	Derwin Dy (657) 252-1170
C/O Lakewood	Water main Imp.	2024/25	$4,250,000	Anthony Manzano (562) 866-9771 Ext. 2703

SECTION 00440
LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, contractor's license number, DIR registration number and the location of the place of business of and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater. The City may, within its sole discretion, grant additional time to provide the below requested information.

If no subcontractor is specified for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater, or if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

no welders

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number
Traffic Loops	Tesoro Contractors, Inc	South Gate, CA	1091855	1000995757
Surveying	On Point Land Surveying, Inc	Redlands CA	LS 8133	1000003100
Asphalt/coldplane	All American Asphalt	Corona, CA	267073	1000001051
Jack/Bore	Golden State Boring	Chino, CA	678500	1000005788
Striping	Superior Pavement Markings	Cypress, CA	1141887	2000015240
Landscape/Irrigation	Marina Landscape, Inc	Orange, CA	492862	10000000079
Tree Removal	Treesmith Enterprises, Inc	Anaheim, CA	802705	1000001838

there is no jack and bore

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: All Cities Engineering, Inc

DIR Registration Number: 1000044815

DIR Registration Expiration: 06/30/2027

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Javier Castro, Vice President

Dated 03/16/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

missing form for all subs

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled Vice-President

Firm All Cities Engineering, Inc

Date 03/16/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: All Cities Engineering, Inc

Signature: _____

Name: Javier Castro

Title: Vice-President

Date: 03/16/2026

missing form for all subs including CRC's

BIG BEN PACKAGE

relevant pages

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Big Ben Inc.

Signature 

Name Sep Shariff

Title CEO

Dated 03-17-26

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

missing pages 19 and 20 bid bond

SECTION 00440
LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, contractor's license number, DIR registration number and the location of the place of business of and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater. The City may, within its sole discretion, grant additional time to provide the below requested information.

If no subcontractor is specified for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater, or if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name	Location of Business	CSLB License Number	DIR Registration Number
Grind & Cap	Hardy & Harper	32 Rancho Circle, Lake Forest, CA 92630	215952	1000000076
Survey	On Point Land Surveying, Inc.	1906 Orange Tree Lane, Suite 240, Redlands, CA 92374	LS 8133	1000003100
Striping	Superior Pavement Markings	5312 Cypress St Cypress, CA 90630	1141887	2000015240
Traffic Loops	Traffic Loops Crackfilling	946 S. Emerald St., Anaheim, CA 92804	652956	1000003794
Tree removal & Pruning	V & E TREE SERVICE INC	2425 N Batavia St Orange, CA 92865	654506	1000001936

no fleet compliance cert

no fleet compliance cert

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a public works contractor with the Department of Industrial Relations.[1] no forms for subs provided

Name of Bidder: Big Ben Inc.

DIR Registration Number: 1000007466

DIR Registration Expiration: 06-30-2027

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Sep Shariff (CEO)

Dated 03-17-26

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

missing form for all subs

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(l)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(l)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Big Ben Inc.

Signature: _____

Name: Sep Sharifi

Title: CEO

Date: 03-17-26

missing form for all subs including CRC's



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE

OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

BIG BEN ENGINEERING

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

117373

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

no carb bus cert
seee superior
pavement
markings cert
attached



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

HARDY & HARPER, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

4333

To verify the authenticity of this certificate, enter this number at http://www.arb.ca.gov/doors/compliance_cert1.html

missing fleet comliance cert form 00443 and DIR registration cert section 00441

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(16). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: On Point Land Surveying, Inc.

Signature: [signature]

Name: Vanessa Lovo

Title: Project Manager

Date: 03.04.2026

ON POINT
LAND SURVEYING, INC

1906 Orange Tree Lane, Suite 240 Redlands, California 92374

(909) 792-2221, (909) 784-1836 fax
office@onpointlandsurveying.com
www.onpointlandsurveying.com

03/04/2026

RE: Euclid Avenue Recycled Water System, Ontario
Bid # UT1072
CARB CA Air Resources Board

Certification of Compliance: I hereby certify that our company is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

I hereby certify that our work on the Euclid Avenue Recycled Water System, Ontario Project does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

Contractor Company Name: On Point Land Surveying, Inc.

Signature: V Lt

Print Name: Vanessa Lovo

Date: 03.04.2026

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Superior Pavement Markings, LLC

DIR Registration Number: 2000015240

DIR Registration Expiration: 06/30/2026

Small Project Exemption: _____ Yes or ✓ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Darren Veltz, President

Dated 03/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

SUPERIOR PAVEMENT MARKINGS LLC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

245580

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Superior Pavement Markings Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-05

4 Vehicles

TRUCRS Fleet Identification

151395

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tbvlookup.php

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

✓ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(16). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Traffic Loops Crackfilling, Inc.

Signature: _____

Name: Mary P. Nguyen

Title: Vice President

Date: 03/17/2026



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

TRAFFIC LOOPS CRACKFILLING, INC

***No vehicles reported.|**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

245463

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Traffic Loops Crackfilling, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
Division California Air Resources Board

Printed on 2026-01-13

11 Vehicles

TRUCRS Fleet Identification
152153

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/truckbus/ttbloop.php

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

V & E TREE SERVICE

missing DIR registration cert section 00441

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

12412

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

1019



CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: V&E TREE SERVICE INC

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until December 31, 2026

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2025-12-19

11 Vehicles

TRUCRS Fleet Identification

112094

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onroadcert/tblookup.php

EXHIBIT C

All Cities Engineering, Inc.

P.O. Box 3619, Riverside, CA 92509
(951) 255-3964

April 2, 2026

Luke Zhipeng Qu, P.E.
Senior Associate Engineer
Ontario Municipal Utilities Company

Subject: Response to Bid Protest – OMUC Contract No. UT1072

All Cities Engineering, Inc. ("ACE") respectfully submits that its bid is fully responsive. The issues raised in the protest are either clerical in nature or matters of clarification and do not affect bid price, scope, competitiveness, or ACE's ability to perform the Work.

ACE further notes the City's counsel correspondence referencing concerns that this protest appears to be an attempt to prosecute a classic Judson protest in the hope of securing the contract at a higher public expense. ACE concurs with this characterization.

Additionally, ACE notes that Norstar's supplemental and final protest submissions were made after the five (5) business day deadline set forth in the Instructions to Bidders. To ACE's knowledge, no formal extension of this deadline was granted. Accordingly, ACE respectfully requests that the City limit its consideration to the original timely protest submitted on March 23, 2026.

Without waiving the foregoing, ACE provides the following responses:

1. CARB Certificate of Reported Compliance (CRC) and DIR Registration (Sections 00441 & 00443)

ACE included valid documentation demonstrating compliance with CARB and DIR requirements within its bid submission under the "General Attachments." ACE is properly registered with the Department of Industrial Relations and maintains active CARB compliance.

To the extent the protest alleges any deficiency, such concerns relate solely to formatting or placement of documents and do not impact ACE's eligibility, responsiveness, or ability to perform the Work. Copies of these documents will be reattached for ease of reference.

2. Contractor Experience (Section 00430)

The JCSD reference in ACE's bid reflects ongoing work performed between 2024 and 2026 across multiple projects totaling approximately $15,000,000. It was not intended to represent a single contract award, but rather ACE's cumulative experience with the agency.

Per recent confirmation, Jurupa Community Services District (JCSD) has verified that this amount reflects work performed across three separate projects.

3. Subcontractor Listing – Welding (Public Contract Code § 4104 / Section 00440)

ACE will self-perform all welding and steel pipeline work under its Class A General Engineering Contractor license. Accordingly, no subcontractor listing was required for this scope, which falls squarely within ACE's licensing classification and typical operations.

4. Subcontractor Listing – Jack and Bore / Steel Casing Work (Section 00440)

Golden State Boring & Pipe Jacking, Inc. was listed as a precautionary measure based on the steel casing scope included in the plans. Such work is commonly performed using jack and bore methods.

This listing does not affect bid price, scope, or competitiveness and does not constitute a material deviation from the bid requirements.

Summary

None of the issues raised in the protest constitute material defects or deviations. ACE's bid complies with the Contract Documents, provides no competitive advantage, and fully preserves the integrity of the competitive bidding process.

ACE remains available to provide any additional clarification or documentation the City may require.

Sincerely,

Javier Castro
Vice President
All Cities Engineering, Inc

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

CA

DIR State of California Department of Industrial Relations EST. 1927

Knowledge Log in

Public Works

Register

Home > Customer Account Lookup > 1000044815 - ALL CITIES ENGINEERING, INC.

1000044815 - ALL CITIES ENGINEERING, INC.

Customer Account Lookup

PWCR

1000044815

Contractor Status

DIR Approved

CSLB

Business Phone

909-3608031

Ext

Registration Start Date

2024-07-01

Legal Entity Name

ALL CITIES ENGINEERING, INC.

Doing Business As (DBA)

ALL CITIES ENGINERING INC.

Business Structure

Corporation - S corp

President

Apolonio Ramirez Castro

Email

allcities.apolonio@gmail.com

Registration End Date

2027-06-30

Crafts

General Engineering

Address

Mailing Address

2930 Inland Empire Suite114

Mailing Address - City

Ontario

Mailing Address - State

CA

Mailing Address - Zip

91764

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (7)

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

Copyright 2024 State of California

dir.ca.gov

California Environmental Protection Agency
Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

ALL CITIES ENGINEERING, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

141549

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

1028

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

CA

DIR State of California Department of Industrial Relations EST. 1927

Knowledge Log in

Public Works

Register

Home > Customer Account Lookup > 1000001051 - ALL AMERICAN ASPHALT

1000001051 - ALL AMERICAN ASPHALT

Customer Account Lookup

PWCR

1000001051

Contractor Status

DIR Approved

CSLB

267073

Business Phone

951-736-7600

Ext

Registration Start Date

2023-07-01

Legal Entity Name

ALL AMERICAN ASPHALT

Doing Business As (DBA)

All American Asphalt

Business Structure

Corporation - S corp

President

Mark Luer

Email

publicworks@allamericanasphalt.com

Registration End Date

2026-06-30

Crafts

Operating Engineer | Laborer and Related Classifications | Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer) | Cement Mason

Address

Mailing Address

400 E SIXTH ST

Mailing Address - City

CORONA

Mailing Address - State

CA

Mailing Address - Zip

92879

Mailing Address - Country

US

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

Terms & Conditions

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dir.ca.gov

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California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

ALL AMERICAN ASPHALT

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1302

To verify the authenticity of this certificate, enter this number at http://www.arb.ca.gov/doors/compliance_cert1.htm



CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Advanced Clean Fleets Regulation

Truck and Bus Regulation

Issued to: Dix Leasing Corp.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR sections 2013 - 2016 (Advanced Clean Fleets Regulation)
Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until December 31, 2026

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
Division California Air Resources Board

Printed on 2026-01-05

333 Vehicles

TRUCRS Fleet Identification
18980

To verify the authenticity of this certificate, visit www.arb.ca.gov/regcert/onroad/fleetlookup.php

CALIFORNIA
AIR RESOURCES BOARD

CLEAN
TRUCK CHECK

Affirmation of Fleet Wide Compliance

Certification ID: 232204

This certificate affirms that

Entity ID: E11764
DIX Leasing Corp
1776 All American Way
Corona, CA 92879-2070

has attested in the Clean Truck Check electronic reporting system to report a complete list of vehicles subject to Heavy-Duty Inspection and Maintenance (HD I/M) Regulation and the California Air Resources Board (CARB) hereby verifies that as of 1/5/2026, all of the attested vehicles are compliant with the Clean Truck Check.*

A complete list of the attested vehicles is listed in the following page(s).

*This Affirmation of Fleet Wide Compliance shall be used for the fleet's purposes of proving their fleet compliance status with their freight contractors and brokers. This Affirmation of Fleet Wide Compliance shall not constitute proof of a vehicle compliance with the Clean Truck Check beyond the issued date.

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: All American Asphalt

DIR Registration Number: 1000001051

DIR Registration Expiration: 6/30/2026

Small Project Exemption: _____ Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Edward J. Carlson, Vice President

Dated March 17th, 2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled Michael Farkas, Secretary

Firm All American Asphalt

Date 3/17/2024

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

✓ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(l)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(l)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: All American Asphalt

Signature: _____

Name: Edward J. Carlson

Title: Vice President

Date: March 17th, 2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

CA



1000005788 - GOLDEN STATE BORING & PIPE JACKING, INC.

Customer Account Lookup

PWCR

1000005788

Contractor Status

DIR Approved

CSLB

Business Phone

9099305811

Ext

Registration Start Date

2025-07-01

Legal Entity Name

GOLDEN STATE BORING & PIPE JACKING, INC.

Doing Business As (DBA)

GOLDEN STATE BORING & PIPE JACKING, INC.

Business Structure

-- None --

President

Jeffrey V. Johnson

Email

maria@goldenstateboring.com

Registration End Date

2028-06-30

Crafts

Tunnel Operating Engineer | Operating Engineer | Laborer and Related Classifications | Cranes, Pile Driving and Hoisting Equipment (Operating Engineer)

Address

Mailing Address

9119 SCHAEFER AVE.

Mailing Address - City

ONTARIO

Mailing Address - State

CA

Mailing Address - Zip

91761

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

Terms & Conditions

Privacy Policy

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Nondiscrimination Notice

Accessibility

dir.ca.gov

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California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

GOLDEN STATE BORING & PIPE JACKING, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

12725

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Golden State Boring & Pipe Jacking, Inc.

DIR Registration Number: 1000005788

DIR Registration Expiration: 06/30/2028

Small Project Exemption: _____ Yes or __X__ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title President

Dated 3/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☑ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled President

Firm Golden State Boring & Pipe Jacking, Inc.

Date 3/17/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

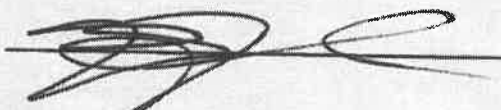
The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Golden State Boring & Pipe Jacking, Inc.

Signature: 

Name: Jeffrey Johnson

Title: President

Date: March 17, 2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

CA

DIR EST. 1927 State of California Department of Industrial Relations

Knowledge Log in

Public Works

Register

Home > Customer Account Lookup > 1000000079 - Marina Landscape, Inc

1000000079 - Marina Landscape, Inc

Customer Account Lookup

PWCR

1000000079

Contractor Status

DIR Approved

CSLB

Business Phone

7149396600

Ext

Registration Start Date

2025-07-01

Legal Entity Name

Marina Landscape, Inc

Doing Business As (DBA)

Marina Landscape inc

Business Structure

Corporation - C corp

President

Robert B Cowan

Email

hdoan@marinaco.com

Registration End Date

2026-06-30

Crafts

Plumber | Operating Engineer | Laborer and Related Classifications | Landscape Operating Engineer | Landscape/Irrigation Laborer/Tender | LABORER

Address

Mailing Address

3707 W Garden Grove BlvdSuite 200

Mailing Address - City

Orange

Mailing Address - State

CA

Mailing Address - Zip

92868

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

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dir.ca.gov

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

MARINA LANDSCAPE

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

7497

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Marina Landscape, Inc.

DIR Registration Number: 1000000079

DIR Registration Expiration: 06/30/2026

Small Project Exemption: _____ Yes or _x_ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title _____ Vice President of Estimating

Dated 03/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled Hue Ta - Vice President of Estimating

Firm Marina Landscape, Inc.

Date 03/17/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Marina Landscape, Inc

Signature: _____

Name: ALI TAVAKOLI

Title: VICE PRESIDENT

Date: 3/4/2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

CA

DIR State of California Department of Industrial Relations EST. 1927

Knowledge Log in

Public Works

Register

Home > Customer Account Lookup > 2000015240 - Superior Pavement Markings

2000015240 - Superior Pavement Markings

Customer Account Lookup

PWCR

2000015240

Contractor Status

DIR Approved

CSLB

1141887

Business Phone

7149959100

Ext

Registration Start Date

2025-09-18

Legal Entity Name

Superior Pavement Markings

Doing Business As (DBA)

Business Structure

Limited Liability Company (LLC)

President

Darren Veltz

Email

Christy.Simmons@spmnw.com

Registration End Date

2026-06-30

Crafts

Parking and Highway Improvement Painter (Laborer)

Address

Mailing Address

5312 Cypress Street

Mailing Address - City

Cypress

Mailing Address - State

California

Mailing Address - Zip

90630

Mailing Address - Country

United States

Physical Address

5312 Cypress Street

Physical Address - City

Cypress

Physical Address - State

California

Physical Address - Zip

90630

Physical Address - Country

United States

Related Lists

Registration Dates (1)

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1000001838



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE

OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

SUPERIOR PAVEMENT MARKINGS LLC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

245580

To verify the authenticity of this certificate, enter this number at http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Superior Pavement Markings Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until **December 31, 2026**

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-05

4 Vehicles

TRUCRS Fleet Identification
151395

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tblookup.php

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Superior Pavement Markings, LLC

DIR Registration Number: 2000015240

DIR Registration Expiration: 06/30/2026

Small Project Exemption: _____ Yes or ✓ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Darren Veltz, President

Dated 03/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

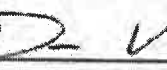
☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed 

Titled Darren Veltz, President

Firm Superior Pavement Markings, LLC

Date 03/17/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Superior Pavement Markings, LLC

Signature: D V

Name: Darren Veltz

Title: President

Date: 03/17/2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

CA

DIR State of California Department of Industrial Relations EST. 1927

Knowledge Log in

Public Works

Register

Home > Customer Account Lookup > 1000995757 - Tesoro Contractors, Inc.

1000995757 - Tesoro Contractors, Inc.

Customer Account Lookup

PWCR

1000995757

Contractor Status

DIR Approved

CSLB

1091855

Business Phone

3235136641

Ext

Registration Start Date

2023-07-17

Legal Entity Name

Tesoro Contractors, Inc.

Doing Business As (DBA)

Tesoro Contractors Inc.

Business Structure

Corporation - S corp

President

Luis Barajas

Email

luis@tesoromail.com

Registration End Date

2026-06-30

Crafts

Laborer and Related Classifications | Electrician

Address

Mailing Address

9600 Kauffman Ave

Mailing Address - City

South Gate

Mailing Address - State

CA

Mailing Address - Zip

90280

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (2)

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California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

TESORO CONTRACTORS INC.

***No vehicles reported.**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

224605

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Tesoro Contractors Inc/ Tesoro Contractors Inc

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:
Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until December 31, 2026

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
Division California Air Resources Board

Printed on 2026-01-06

4 Vehicles

TRUCRS Fleet Identification
233051

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onroadcat/fbloolup.php

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Tesoro Contractors Inc

DIR Registration Number: 1000995757

DIR Registration Expiration: 06/30/2026

Small Project Exemption: _____ Yes or __X__ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature_____

Name and Title Luis Barajas, President

Dated 3/17/2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed_____

Titled Luis Barajas, President

Firm Tesoro Contractors Inc

Date 03/17/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Tesoro Contractors Inc

Signature: _____

Name: Luis Barajas

Title: President

Date: 03/17/2026

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

CA

DIR State of California Department of Industrial Relations EST. 1927

Knowledge Log in

Public Works

Register

Home > Customer Account Lookup > 1000001838 - TREESMITH ENTERPRISES, INC.

1000001838 - TREESMITH ENTERPRISES, INC.

Customer Account Lookup

PWCR

1000001838

Contractor Status

DIR Approved

CSLB

802705

Business Phone

714-996-6037

Ext

Registration Start Date

2025-07-01

Legal Entity Name

TREESMITH ENTERPRISES, INC.

Doing Business As (DBA)

TREESMITH ENTERPRISES, INC.

Business Structure

-- None --

President

Jeannette Ramirez

Email

info@treesmith.net

Registration End Date

2028-06-30

Crafts

Laborer (Construction-Fence Erector-Housemover) (Engineering Construction) | Landscape | Laborer and Related Classifications | Tree Maintenance (Laborer) | Landscape/Irrigation Laborer/Tender

Address

Mailing Address

1551 N. MILLER ST.

Mailing Address - City

ANAHEIM

Mailing Address - State

CA

Mailing Address - Zip

92806

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

Copyright 2024 State of California



California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

TREESMITH ENTERPRISES, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

12490

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: TreeSmith Enterprises, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has reported compliance with:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2025**

Jack Kitowski

Jack Kitowski
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2025-05-13

13 Vehicles

TRUCRS Fleet Identification

109730

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tblookup.php

1079

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Treesmith Enterprises

DIR Registration Number: 1000001838

DIR Registration Expiration: 06/30/28

Small Project Exemption: _____ Yes or _X_ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Jeannette Ramirez, President

Dated 3/17/26

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☒ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled President

Firm Tree Smith Enterprises, Inc.

Date 3/17/26

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Treesmith Enterprises, Inc

Signature: JR

Name: Jeannette Ramirez

Title: President

Date: 3/17/26

Updates are coming in April to the DIR Services Portal!
Soon, Contractors and Awarding Bodies will have a NEW link to access PW Services. Public Works users need to update bookmarks when the new PUBLIC WORKS PORTAL is released.

CA

DIR State of California Department of Industrial Relations EST. 1927

Knowledge Log in

Public Works

Register

Home > Customer Account Lookup > 1000003100 - ON POINT LAND SURVEYING, INC.

1000003100 - ON POINT LAND SURVEYING, INC.

Customer Account Lookup

PWCR

1000003100

Contractor Status

DIR Approved

CSLB

Business Phone

909-792-2221

Ext

Registration Start Date

2025-07-01

Legal Entity Name

ON POINT LAND SURVEYING, INC.

Doing Business As (DBA)

ON POINT LAND SURVEYING, INC.

Business Structure

-- None --

President

Anthony Smith

Email

jsmith@onpointlandsurveying.com

Registration End Date

2028-06-30

Crafts

Field Surveyor | Operating Engineer

Address

Mailing Address

1906 Orange Tree Lane Suite 240

Mailing Address - City

REDLANDS

Mailing Address - State

CA

Mailing Address - Zip

92374

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

Copyright 2024 State of California

dir.ca.gov

ON POINT
LAND SURVEYING, INC.

1906 Orange Tree Lane, Suite 240 Redlands, California 92374

(909) 792-2221, (909) 784-1836 fax
office@onpointlandsurveying.com
www.onpointlandsurveying.com

03/04/2026

RE: Euclid Avenue Recycled Water System, Ontario
Bid # UT1072
CARB CA Air Resources Board

Certification of Compliance: I hereby certify that our company is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

I hereby certify that our work on the Euclid Avenue Recycled Water System, Ontario Project does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

Contractor Company Name: On Point Land Surveying, Inc.

Signature: V bt

Print Name: Vanessa Lovo

Date: 03.04.2026

SECTION 00441
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: On Point Land Surveying. Inc.

DIR Registration Number: 1000003100

DIR Registration Expiration: 12-31-2026

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature _____

Name and Title Vanessa Lovo Project Manager

Dated 03-17-2026

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION 00442
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 *et seq.*)

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2. a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☒ The amount of the Contract payable to the Contractor for the Work does not exceed $1,000,000.

Signed _____

Titled Project Manager

Firm On Point Land Surveying, Inc.

Date 03-17-2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00443
FLEET COMPLIANCE CERTIFICATION

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The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: On Point Land Surveying, Inc.

Signature: 

Name: Vanessa Lovo

Title: Project Manager

Date: 03-17-2026

EXHIBIT D

4790 Irvine Blvd #105-404
Irvine, CA 92620
Phone: (949) 660-9400

April 5th, 2026

Dennis Mejia, P.E.
Utilities Engineering Manager
City of Ontario Municipal Utilities Company
303 East "B" Street
Ontario, CA 91764

Subject: Response to Bid Protest – UT1072 Euclid Avenue Recycled Water System

Dear Mr. Mejia,

Big Ben Engineering respectfully submits this response to the bid protest concerning the above-referenced project. We appreciate the opportunity to clarify the completeness and responsiveness of our bid and confirm that our submission fully complied with the Contract Documents.

Item 1A – CARB CRC Certificates

The protest asserts that Big Ben failed to provide required CARB Certificates of Reported Compliance (CRC) for all subcontractors. This is incorrect. Big Ben provided the required CRC documentation for its listed subcontractors as part of the bid package. All submitted subcontractors were compliant with CARB requirements at the time of bid. Any suggestion that CRC documentation was omitted is inaccurate and does not reflect the contents of our bid submission.

Item 1B – DIR Registration

The protest claims incomplete DIR documentation for subcontractors. However, all subcontractor DIR registration numbers were clearly provided within the Subcontractor Listing Form and are publicly verifiable through the DIR database. Big Ben fully complied with this requirement.

Item 2 – Bid Bond Submission

The protest alleges that Big Ben's bid bond submission was incomplete in the electronic bid. Big Ben submitted the bid bond as a separate attachment through PlanetBids and also delivered a complete original hard copy to the City prior to bid opening. The bid bond was therefore properly submitted, complete, and enforceable.

Item 3 – Irrigation Qualifications / C-27 License

The protest alleges that Big Ben failed to demonstrate qualifications for the irrigation scope. Big Ben holds a valid C-27 Landscape Contractor license and has extensive experience performing irrigation and landscape-related work. Big Ben has successfully completed multiple projects involving irrigation systems, including installation of new irrigation lines and conversion to recycled water systems. This experience satisfies the project requirements. Attached you will find a list of three projects with extensive irrigation scope, supporting our extensive experience in this scope of work.

Conclusion

Big Ben Engineering submitted a complete, responsive, and compliant bid. The issues raised in the protest are either factually incorrect or relate to non-material administrative interpretations that do not affect bid responsiveness.

4790 Irvine Blvd #105-404
Irvine, CA 92620
Phone: (949) 660-9400

For these reasons, Big Ben respectfully requests that the City:
1. Reject the protest against Big Ben Engineering; and
2. Proceed with evaluation of bids in accordance with the Contract Documents and applicable public contracting law.

We remain available to provide any additional clarification or documentation the City may require.

Thank you for your time and consideration.

Sincerely,

Sep Sharifi

Sepehr Sharifi
CEO
Big Ben Engineering

Bid Confirmation #473761

Submitted	03/17/2026 1:54 PM (PDT)
Submitted To	City of Ontario
	Your eBid can be edited or withdrawn at any time prior to bid closing.

Bid Detail

Project Title	UT1072 Euclid Avenue Recycled Water System
Invitation #	1978
Bid Posting Date	01/27/2026 10:11 AM (PDT)
Project Stage	Bidding
Bid Due Date	03/17/2026 2:00 PM (PDT)
Contact Info	Purchasing Dept. 909-395-2609
	Purchasing@ontarioca.gov
Bids to Owner's Agent	

Vendor Detail

Vendor	Big Ben Engineering
Respondee	Brian Wagner
Respondee Title	Sr. Estimator
Respondee Phone	949-436-1601
Respondee Email	brian@bigbenengineering.com
Delivery Method/Time	

Comment

None

Attachments

Title	File Name	File Type
Scanned Bid Forms.pdf	Scanned Bid Forms.pdf	Completed Bid Documents
Non-Collusion Declaration.pdf	Non-Collusion Declaration.pdf	Non-Collusion Declaration

Line Items

Discount Terms	No Discount
Grand Total	$12,316,322.00

	Item Code	Description	UoM	Qty	Unit Price	Line Total	Response	Comment
BID SCHEDULE - UT1072 EUCLID AVENUE RECYCLED WATER SYSTEM						$12,316,322.60		
1	1	MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE, PERMITS, AND MISCELLANEOUS	LS	1	$438,000.00	$438,000.00	Yes	
2	2	IMPLEMENT TRAFFIC CONTROL AND SAFETY MEASURES	LS	1	$120,000.00	$120,000.00	Yes	
3	3	PROVIDE PRE CONSTRUCTION AUDIO AND VIDEO	LS	1	$8,972.00	$8,972.00	Yes	
4	4	CONSTRUCTION SURVEYING, RE ESTABLISH MONUMENTS AND CENTERLINE TIES	LS	1	$51,080.00	$51,080.00	Yes	
5	5	POTHOLING AND UTILITY VERIFICATION	LS	1	$179,438.00	$179,438.00	Yes	
6	6	ADDITIONAL POTHOLES OF EXISTING UTILITIES NOT SHOWN ON PLANS	EA	20	$898.00	$17,960.00	Yes	
7	7	PREPARE AND IMPLEMENT SWPPP AND BMPs	LS	1	$31,103.00	$31,103.00	Yes	
8	8	SHEETING, SHORING AND BRACING OR EQUIVALENT METHOD	LS	1	$78,953.00	$78,953.00	Yes	
9	9	FURNISH, INSTALL AND MAINTAIN ELECTRONIC MESSAGE BOARDS AND PROJECT SIGNS	LS	1	$35,888.00	$35,888.00	Yes	
10	10	PROVIDE CONSTRUCTION WATER PER THE SPECIFICATION	LS	1	$6,580.00	$6,580.00	Yes	
11	11	MAINTAIN AND FURNISH AS-BUILT RECORD DRAWINGS	LS	1	$5,982.00	$5,982.00	Yes	
12	12	SECURE SBCFCD PERMIT AND IMPLEMENT REQUIREMENTS	LS	1	$11,963.00	$11,963.00	Yes	
13	13	COMPLIANCE WITH CEQA REQUIREMENTS	LS	1	$1,795.00	$1,795.00	Yes	
14	14	COMPLIANCE WITH GAS COMPANY AND IMPLEMENT REQUIREMENTS	LS	1	$1,795.00	$1,795.00	Yes	
15	15	COMPLIANCE WITH SCE AND IMPLEMENT REQUIREMENTS	LS	1	$1,795.00	$1,795.00	Yes	
16	16	CONSTRUCT 8-INCH DIA. C-900 PURPLE PVC (DR 25) RECYCLED WATER MAIN	LF	8110	$145.00	$1,175,950.00	Yes	
17	17	CONSTRUCT 8-INCH DIA CML&C STD WT RECYCLED WATER MAIN	LF	800	$340.00	$118,800.00	Yes	
18	18	CONSTRUCT 24-INCH DIA. CML&C WSP (0 - .375") RECYCLED WATER MAIN	LF	10960	$361.00	$3,956,560.00	Yes	
19	19	INSTALLATION OF 14" DIAMETER STEEL CASING	LF	200	$718.00	$143,600.00	Yes	
20	20	PROVIDE VIDEO INSPECTION FOR CML&C STEEL PIPES	LS	1	$41,869.00	$41,869.00	Yes	
21	21	PROVIDE TRACER WIRE CONTINUITY TEST REPORT FOR WATER MAINS AND APPURTENANCES	LS	1	$12,561.00	$12,561.00	Yes	
22	22	INSTALL 24-INCH (CLASS 150) BUTTERFLY VALVE AND BOX	EA	6	$17,317.00	$103,902.00	Yes	
23	23	INSTALL 8-INCH (CLASS 150) GATE VALVE AND BOX	EA	10	$4,258.00	$42,580.00	Yes	
24	24	CONSTRUCT 4-INCH BLOW-OFF ASSEMBLY	EA	13	$14,766.00	$191,958.00	Yes	
25	25	CONSTRUCT 6-INCH BLOW-OFF ASSEMBLY	EA	10	$23,102.00	$231,020.00	Yes	
26	26	RECONNECT EXISTING 4-INCH BLOW-OFF ASSEMBLY	EA	1	$12,905.00	$12,905.00	Yes	
27	27	CONSTRUCT 2-INCH AIR RELEASE AND VACUUM VALVE ASSEMBLY	EA	14	$18,647.00	$260,258.00	Yes	
28	28	CONSTRUCT 4-INCH AIR RELEASE AND VACUUM VALVE ASSEMBLY	EA	11	$18,762.00	$206,382.00	Yes	
29	29	INSTALL 2-INCH RECYCLED WATER SERVICE AND METER	EA	7	$10,335.00	$72,345.00	Yes	
30	30	CONSTRUCT ABOVE GRADE PRESSURE SUSTAINING VALVE STATION	LS	1	$53,707.00	$53,707.00	Yes	
31	31	FILLING, FLUSHING AND HYDROSTATIC TESTING ALL WATER MAINS AND APPURTENANCES	LS	1	$84,219.00	$84,219.00	Yes	
32	32	OUTAGES AND SHUTDOWNS	LS	1	$77,159.00	$77,159.00	Yes	
33	33	CONSTRUCT CONNECTION TO EXISTING 8-INCH DIAMETER RECYCLED WATER MAIN AT EUCLID AVENUE AND 4TH STREET	LS	1	$11,987.00	$11,987.00	Yes	
34	34	CONSTRUCT CONNECTION TO EXISTING 8-INCH DIAMETER CITY RECYCLED WATER MAIN AT B STREET AND EUCLID AVENUE. DISCONNECT EXISTING 8-INCH DIAMETER CITY RECYCLED WATER MAIN FROM EXISTING 12-INCH DIAMETER CITY WATER MAIN AT B STREET AND SULTANA AVE	LS	1	$11,948.00	$11,948.00	Yes	
35	35	CONSTRUCT CONNECTION TO EXISTING 24-INCH DIAMETER CITY RECYCLED WATER MAIN AT RIVERSIDE DRIVE	LS	1	$24,152.00	$24,152.00	Yes	
36	36	CONSTRUCT ASPHALT CONCRETE BASE PAVEMENT (8-INCH AC OVER 6-INCH CAB)	SF	23500	$7.25	$170,375.00	Yes	
37	37	CONSTRUCT ASPHALT CONCRETE BASE PAVEMENT (7-INCH AC OVER 6-INCH CAB)	SF	139300	$10.00	$1,393,000.00	Yes	
38	38	REMOVE ASPHALT CONCRETE BY COLD PLANE	SF	388300	$0.40	$155,320.00	Yes	
39	39	CONSTRUCT 2-INCH THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY	SF	488300	$2.25	$1,098,675.00	Yes	
40	40	CONSTRUCT SLURRY BACKFILL TO PROTECT AND SUPPORT EXISTING UTILITIES	EA	33	$565.00	$18,645.00	Yes	
41	41	TEMPORARY AND FINAL STRIPING PER SPECIFICATIONS	LS	1	$80,125.00	$80,125.00	Yes	
42	42	RESTORE AND REPLACE TRAFFIC LOOPS, PER SPECIFICATIONS	LS	1	$86,489.00	$86,489.00	Yes	
43	43	SUPPORT AND PROTECT ALL EXISTING APPURTENANCES	LS	1	$30,864.00	$30,864.00	Yes	
44	44	REMOVE AND LEGALLY DISPOSE OF TREES (DBH < 36")	EA	5	$4,845.00	$24,225.00	Yes	
45	45	REMOVE AND LEGALLY DISPOSE OF TREES (DBH > 36")	EA	5	$7,736.00	$38,680.00	Yes	
46	46	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (EUCLID AVENUE MEDIAN BETWEEN HOLT BOULEVARD AND G STREET)	LS	1	$47,122.00	$47,122.00	Yes	
47	47	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (JAMES BRYANT PARK)	LS	1	$14,321.00	$14,321.00	Yes	
48	48	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (CITY CIVIC CENTER)	LS	1	$58,056.00	$58,056.00	Yes	
49	49	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (CONSERVATION PARK)	LS	1	$58,056.00	$58,056.00	Yes	

	Item Code	Description	UoM	Qty	Unit Price	Line Total	Response	Comment
50	50	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (EUCLID AVENUE MEDIAN BETWEEN RIVERSIDE DRIVE AND WALNUT ST)	LS	1	$58,056.00	$58,056.00	Yes	
51	51	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (TOWN SQUARE PARK)	LS	1	$58,056.00	$58,056.00	Yes	
52	52	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (CENTENNIAL PARK)	LS	1	$25,255.00	$25,255.00	Yes	
53	53	CONVERT EXISTING IRRIGATION SYSTEM TO RECYCLED WATER (RIVERSIDE DRIVE PARKWAY)	LS	1	$36,188.00	$36,188.00	Yes	
54	54	LANDSCAPE IRRIGATION SYSTEM (TREE BUBBLER IN SLEEVE ASSEMBLY (44 LOCATIONS), LATERAL LINE/FITTINGS/PVC, RESTORE/REPAIR IRRIGATION)	LS	1	$271,685.00	$271,685.00	Yes	
55	55	LANDSCAPE PLANTING (TREE PLANTING - 60" BOX (11 LOCATIONS), TOPSOIL/SOIL AMENDMENTS/FERTILIZERS, BARK MULCH (615 SF), 270 LF ROOT BARRIERS (12" DEEPROOT), SOD (800 SF), RESTORE/REPAIR - SOD, RESTORE/REPAIR - DECOMPOSED GRANITE, RESTORE/REPAIR - BARK MULCH	LS	1	$177,644.00	$177,644.00	Yes	
56	56	LANDSCAPE/IRRIGATION MAINTENANCE PERIOD	LS	1	$77,159.00	$77,159.00	Yes	
57	57	UNKNOWN UTILITY CROSSINGS ALLOWANCE	LS	1	$100,000.00	$100,000.00	Yes	
58	58	HYDRO-VAC OR HYDROX EXCAVATION TRENCHING (8" DIA) ALLOWANCE	LS	1	$200,000.00	$200,000.00	Yes	
59	59	HYDRO-VAC OR HYDROX EXCAVATION TRENCHING (24" DIA) ALLOWANCE	LS	1	$75,000.00	$75,000.00	Yes	
60	60	UNPLANNED TREE REPLACEMENT ALLOWANCE	LS	1	$50,000.00	$50,000.00	Yes	
61	61	RECYCLED WATER IRRIGATION BUFFER ZONE ALLOWANCE	LS	1	$100,000.00	$100,000.00	Yes	

Subcontractors

Showing 5 Subcontractors

Name & Address	Description	License	CADIR	Amount	Vendor Type
HARDY & HARPER, INC 32 RANCHO CIRCLE LAKE FOREST, California 92630	Grind & Cap	Type: A Number: 215253 Expiration: 12/31/2027	1000009075	$1,098,000.00 Percentage: 8.91%	
On Point Land Surveying, Inc. 1910 Orange Tree Lane Suite 144 Redlands, California 92374	Survey	Number: 658124	1000031001	$35,200.00 Percentage: 0.29%	CADIR, DIR
Superior Pavement Markings 5812 Cypress Street Cypress, California 90630	Striping	Type: C-31, C-12, C-51,038,042 Number: 1141887 Expiration: 08/31/2027	1000015240	$55,000.00 Percentage: 0.44%	CADIR
Traffic Loops Cracksilling, Inc. 945 South Emerald St. Anaheim, California 92804	Traffic Loops	Type: C-10, C-32 Number: 652956 Expiration: 08/31/2026	1000003794	$54,650.00 Percentage: 0.53%	CADIR, DIR, DBE, DBA
V&E Tree Service PO Box 4280 Orange, California 92863	Tree removal & Pruning	Type: C-27 Number: 654550 Expiration: 09/30/2026	1000001936	$119,000.00 Percentage: 0.96%	CADIR

BIG BEN INC. WORK REFERENCE (IRRIGATION)

Project Name / Address	PUBLIC/PRIVATE	Project Manager	Owner	Architect/Engineer	Irrigation/Planting Scope of Work	Total Contract Amount	Date Completed
IRHP- Master Utility Plan (Irvine, CA)	PUBLIC	Charles Michinock 949-294-9166	County of Orange	County of Orange Design	Install over 3,000' of new irrigation lines. All new valves, control panels. Convert existing potbale waterline system to new recycled water system.	$ 2,177,571.44	04/14
Western HS Tennis and Basketball Courts Renovation (Anaheim, CA)	PUBLIC	Ralph Figueroa 714-999-5456	Anaheim Union High School District	NAC Architecture Los Angeles, CA 323-859-3110	New main and lateral irrigation lines for new constructed planters.	$1,235,000	01/13
Western HS Site Improvements (Anaheim, CA)	PUBLIC	Ralph Figueroa 714-999-5456	Anaheim Union High School District	NAC Architecture Los Angeles, CA 323-859-3110	Complete new irrigation system for parking lot and new berms. New controller, RCV, sleeves, flow sensors, quick couplers, multiple new heads, etc.	$ 603,000.00	09/11
Reese's Retreat Playground Rehab (Pasadena, CA)	PUBLIC	Chris Hernandez 626-744-4303	City of Pasadena	City of Pasadena Landscape Architect (Jeff Khun) 626-744-4389	New irrigation, planting, and turf for new playground. Approximately 15,000 SF	$ 609,000.00	02/11
Playground Rehab at Heritage Park (Irvine, CA)	PUBLIC	Pat Castro 949-724-6675	City of Irvine	Cornerstone Studios (Santa Ana, CA) 714-973-2200	New irrigation, planting, and turf for new playground. New Controller, backflow preventor, RCV, sleeves, etc.. Approximately 10,000 SF	$ 1,150,000.00	06/10

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
AKM CONSULTING ENGINEERS, INC.

1. Parties and Date.

This Amendment No. **3** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **AKM Consulting Engineers, Inc.**, a California Corporation, **"Consultant".** City and **Consultant** are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **Consultant** have entered into an agreement entitled "**On-Call Construction Management and Inspection Services**" dated **June 4, 2024** ("Agreement").

2.2 Amendment Purpose. The City and **Consultant** desire to amend this Agreement to increase the compensation by **Six Hundred Twenty-Two Thousand Four Hundred Twenty-Two Dollars ($622,422)** for a total-not-to-exceed compensation of **Two Million Eight Hundred Seventy-Five Thousand Nine Hundred Fifty-Two Dollars ($2,875,952)** and include additional project specific proposal to the Exhibit A through Exhibit B. This increase in compensation is for the additional scope of work listed in the attached Consultants' Proposal titled "**Construction Management and Inspection Services for Euclid Avenue Recycled Water System Project (OMUC Contract No. UT1072)**" and dated **February 19, 2026**.

2.3 Amendment Authority. This Amendment No. **3** is authorized pursuant to Section **3.1.2** and **3.2.4** of the Agreement.

3. Terms.

3.1 Amendment. Sections **3.1.2** and **3.2.1, Exhibit A through Exhibit B** of the Agreement are hereby amended in their entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from **June 4, 2024** to **June 3, 2029**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million Eight Hundred Seventy-Five Thousand Nine Hundred Fifty-Two Dollars ($2,875,952)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit "A" - SCOPE OF SERVICES is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

Exhibit "B" – SCHEDULE OF SERVICES is hereby deleted in its entirety and replaced with Attachment B attached hereto and incorporated herein by reference.

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

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. **3**.

3.4 Severability. If any portion of this Amendment No. **3** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND AKM CONSULTING ENGINEERS

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

AKM CONSULTING ENGINEERS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Attachment A

Exhibit “A” - SCOPE OF SERVICES

Consulting Engineers
Water Resources | Infrastructure | Construction Management

553 Wald, Irvine, CA 92618
Telephone: 949.753.7333 | Fax: 949.753.7320
www.akmce.com

February 19, 2026

Ontario Municipal Utilities Company
1425 S. Bon View Avenue
Ontario, CA 91764
Attn: Luke Zhipeng QU

Subject: Request for Proposal: Construction Management and Inspection for OMUC Contract No. UT 1072 – Euclid Avenue Recycled Water System Project

To Mr. Zhipeng Qu:

In response to your Request for Qualifications dated January 28, 2026, AKM Consulting Engineers is pleased to submit this Proposal to provide construction management services for OMUC Contract No. UT1072, Euclid Avenue Recycled Water System Project for the Ontario Municipal Utilities Company (OMUC). Our submittal reflects our understanding of the scope of work based upon the RFP, OMCU's responses to questions and information provided by OMUC. Contact information for this proposal is:

Emin Kayiran, CPII - Vice President/Director of Construction Management Services
AKM Consulting Engineers, Inc. - 553 Wald, Irvine, CA 92618
Phone: 949-753-7333 – Email: ekayiran@akmce.com

AKM has assembled a highly experienced Project Team specializing in the design, operations, and construction management of recycled water pipeline projects, with recent roles on similar assignments. The team will be led by Mr. Emin Kayiran, CPII, as Project Manager, bringing over 21 years of inspection and construction management experience. He will act as OMUC's contract representative and will oversee the work of our proposed Construction Manager, Mr. Mike Fredriksz, and Inspector, Mr. Garrick Frost.

Our proposed Construction Manager is Mr. Mike Fredriksz, who has over 30 years of experience providing construction management, inspection and operations and maintenance services. Prior to joining AKM in 2017, Mr. Fredriksz served as the Inspection Supervisor for the Irvine Ranch Water District and in that role, was responsible for overseeing the construction of multiple welded steel and PVC pipeline projects within the public right-of-way, all of which included coordinating with multiple partnering agencies during construction.

Mr. Fredriksz possesses direct experience in pipeline operations, construction of siphons, removals and replacements, hydrostatic testing, flushing, and coordinating tie-ins. He has cooperatively worked with partnering and permitting agencies to complete projects on-time and within budget. Mr. Fredriksz also has recent experience working with OMUC as he has completed services as the Construction Manager for OMUC's Equipping of Well 43 project.

Mr. Garrick Frost possesses unparalleled experience in recycled waterline construction within the public right-of-way. He has been responsible for inspecting multiple welded steel pipeline installations, including all appurtenances, and cathodic protection systems.

Contained within this proposal is our staffing plan, our specific methodology and approach to achieving the scope of work requested by OMUC, our proposed fee for accomplishing the work, as well as project profiles highlighting the successful completion of similar assignments by AKM. We appreciate the opportunity to submit our proposal and look forward to being of service to Ontario Municipal Utilities Company on this most important project. Should you have any questions regarding our submittal, or require additional information, please do not hesitate to contact the undersigned.

Very truly yours,
AKM Consulting Engineers

Emin Kayiran
Vice President/Director of Construction Management Services

1. Staffing Resources

All construction management, inspection, and administrative support services performed by AKM are structured to respond to the technical and managerial requirements of the project by assigning senior, highly qualified personnel to the scope of work tasks. They function in a simple organization with clear lines of delegated authority and responsibility. The key to successful completion of the work for OMUC will be our proposed Construction Manager. He will be responsible for day-to-day communications with the Inspector, Contractor, OMUC and Permitting Agency Inspectors, City Engineering staff assigned to the project, concerned members of the public, and in many ways, his effectiveness will dictate how efficiently the project is completed. This position requires a team member who is knowledgeable of the project's plans and specifications; possesses excellent communication skills, is confident, and capable of exercising basic fairness when confronted with conflicts or differences of opinions, while still protecting OMUC's interests and those of the project. Our Project Team has been assembled based upon our understanding of the scope of work, our experience with similar projects and our insight into the project's needs. Resumes are provided at the end of this proposal.

Mr. Emin Kayiran will serve as the responsible representative to OMUC during the project and regularly review our Construction Manager and Inspector's work product and deliverables. Mr. Kayiran will develop the project specific management and inspection protocol and attend progress meetings as needed. He will additionally be responsible for managing the project budget and regularly reporting its status to OMUC. Our proposed team will be available for the duration of the project.

Project Manager – Emin Kayiran, CPII - Mr. Emin Kayiran, CPII, is the Vice President and Director of Construction Management Services with AKM. He has over 21 years of responsible experience in the inspection and construction management of pipelines, wells, treatment facilities, pump stations and other pumping facilities, pressure reducing facilities, forcemains, complex reinforced concrete structures including, concrete tanks within treatment facilities, sumps, wet wells and valve vaults, sheet piling, deep excavations, ground remediation, dewatering, shut-downs, tie-ins, commissioning and testing, installation of emergency power generators and automatic transfer switches, electrical and control systems for water resource facilities, as well as special protective linings and coatings. Several of Mr. Kayiran's completed projects involved close coordination amongst the project owner, their operations staff, outside stakeholders and the Contractor in order to achieve varying project objectives within constrained project sites and scheduling timeframes. Additionally, he is trained in schedule and delay analysis including Primavera P6. He has the requisite knowledge, experience and demonstrated ability for successfully completing challenging work with demanding schedules and budgets.

Mr. Kayiran served as a Subject Matter Expert for the American Public Works Association in support of an overhaul of their public infrastructure inspection training and certification material. During this effort, he co-authored a new training module on the inspection of pumping and treatment facilities for inclusion in the updated manual which was published in April of 2019

Construction Manager – Mike Fredriksz - Mike Fredriksz brings over 30 years of experience in construction management and inspection for capital improvement initiatives and large-scale residential development projects. Before joining AKM, he served as Inspection Services Supervisor at Irvine Ranch Water District. His extensive portfolio includes water, recycled water, and wastewater facilities; reservoirs; pipelines; pump stations; pressure reducing stations; sewer lift stations; treatment plants; buildings; and street rehabilitation, including slurry seal projects.

Mr. Fredriksz has a strong track record of collaboration with a wide range of stakeholders, including the public, partner agencies, elected officials, developers, contractors, engineers, and architects. His responsibilities have encompassed construction activity monitoring, traffic control coordination, daily reporting, compliance verification, record drawing maintenance, final inspections, and oversight of testing and facility startups.

He is also experienced in project management processes, including handling submittals, RFIs, and change orders. Notably, he has managed multiple welded steel pipeline projects, several involving jack-and-bore operations and coordination across multiple agencies. Mr. Fredriksz is currently completing services as the Construction Manager for the Equipping of Well 43 Project with OMUC.

Construction Inspector – Garrick Frost - Mr. Frost has over 29 years of experience in construction inspection and supervision. He has a strong background in capital improvement and subdivision projects. His experience includes inspections of water, reclaimed water, and sewer pipelines, as well as pumping stations, pressure reducing stations, water reclamation facilities, and sewage lift stations. In addition to inspection experience, he has served in supervisory roles with field crews and was responsible for maintenance and installation of civil and mechanical systems.

2. Method to Accomplish Work

Ontario Municipal Utilities Company (OMUC) is implementing a significant recycled water infrastructure expansion along Euclid Avenue and Riverside Drive to reduce reliance on imported potable water supplies and improve long-term water sustainability within the City.
The project includes:

- Approximately **3,025 LF of 8-inch PVC recycled water main** along Flora Street, Vine Avenue, and F Street
- Approximately **5,175 LF of 8-inch PVC recycled water main** along Euclid Avenue between Holt Boulevard and 4th Street
- Approximately **175 LF of 8-inch PVC main** along B Street and E Street
- Approximately **11,150 LF of 24-inch CML&C welded steel pipe recycled water main** along Riverside Drive between Euclid Avenue and Vineyard Avenue
- Approximately **125 LF of 8-inch PVC recycled water main** near Euclid Avenue and Riverside Avenue

The plans indicate extensive work within heavily traveled arterial corridors, including Euclid Avenue and Riverside Drive. Construction will occur during restricted daytime hours (8:30 a.m. to 3:30 p.m.) and must be completed within a 450-calendar-day contract duration .
This project presents several notable complexities:

- Installation of **large-diameter 24-inch welded steel recycled water main** with double-welded joints and field coating requirements along Riverside Drive
- Multiple valve installations including 24-inch butterfly valves and associated appurtenances
- Numerous air release/vacuum assemblies, blow-off assemblies, and service connections
- Extensive pavement restoration including grind and overlay limits
- Work adjacent to existing high-pressure gas, overhead electrical, and underground utility corridors as shown throughout the Riverside Drive plan sheets
- Traffic signal loop removals and replacements
- Irrigation conversions and restoration

Because the work spans two major corridors and multiple intersecting streets, coordination of sequencing, testing, tie-ins, traffic control, and stakeholder communication will be critical to project success. AKM understands that our role is to provide comprehensive Construction Management and Inspection support throughout pre-construction, construction, and post-construction phases. We recognize that this project requires not only strong field oversight, but also disciplined documentation control, proactive issue resolution, and schedule management to ensure successful completion within the allotted 450 days.

Proposed Method to Accomplish the Work
AKM has thoroughly reviewed the Scope of Services and accepts it in its entirety. Successful delivery of UT1072 will require disciplined construction management, experienced pipeline inspection, and proactive coordination across multiple stakeholders. Our methodology is built around proactive planning, disciplined field oversight, structured documentation, and constant communication with OMUC. Based on our review of the plans RFP, and al documents provided with this solicitation, the most critical project challenges include:

- Management of long linear 24-inch welded steel pipeline installation
- Coordination of multiple tie-ins, testing, and flushing
- Working within high-traffic arterial corridors under restricted working hours
- Utility conflict mitigation
- Maintaining strict schedule control over a 450-day contract
- Comprehensive documentation and claim avoidance

1. Pre-Construction Phase – Setting the Foundation

Contract Document Review and Risk Identification

Prior to construction, AKM will conduct a comprehensive review of the plans, specifications, and special provisions. We will prepare a written risk matrix identifying potential construction challenges and bring these to OMUC's attention early to minimize disruption. Particular focus will be placed on:

- 24-inch CML&C WSP installation requirements, welding procedures, and coating specifications
- Locations of steel casings, reducers, blind flanges, and future connection points
- Utility conflict areas identified on plan sheets
- Traffic signal loop replacement areas
- Pavement restoration limits and grind/overlay requirements

Document Control Implementation

AKM will establish a structured document control system consistent with OMUC requirements. Structured workflows will be programmed at the outset to ensure accountability and response tracking. We propose use of a cloud-based system, Procore, to manage:

- Submittals and RFIs
- Change orders
- Daily reports
- Photo documentation
- Decision log
- Schedule tracking
- Pay applications

Utility Coordination

Given the extent of work along Riverside Drive and Euclid Avenue, AKM will coordinate preliminary potholing verification and confirm conflict resolution strategies with the Contractor and Engineer of Record prior to trenching operations.

2. Construction Phase – Proactive Field Leadership

Full-Time Inspection and Oversight

As required, AKM will provide a superbly qualified inspector onsite during all construction activities. Non-conforming work will be documented promptly and corrective action required in writing. Inspection focus areas will include:

- Proper trench excavation and shoring
- Pipe bedding, installation, and joint restraint
- Weld inspection and coating verification for 24-inch steel main
- Installation of valves, air/vac assemblies, and blow-offs
- Service connections and meter installations
- Traffic control compliance
- SWPPP/WPCP compliance
- Pavement restoration

Large-Diameter Steel Main Installation Oversight

The 24-inch CML&C welded steel pipe along Riverside Drive represents the most technically demanding component of the project. AKM will:

- Verify welder qualifications and WPS compliance
- Monitor joint preparation, welding, inspection, and coating
- Confirm proper installation of butterfly valves and reducers
- Oversee hydrostatic testing and coating repairs
- Coordinate AR/AV assembly installations

Improper steel main installation can result in costly rework and delays; therefore, heightened oversight will be maintained.

Testing, Flushing, and Tie-In Coordination

Before any tie-in to the recycled water system, AKM will coordinate:

- Hydrostatic testing
- Flushing
- Chlorination and dechlorination
- Regulatory-compliant discharge

Coordination with OMUC Operations will be scheduled well in advance to minimize service disruptions.

Schedule Management

With a 450-day contract duration and limited daily working hours, schedule control is critical. AKM will:

- Conduct a detailed baseline CPM schedule review
- Verify logical ties between submittals, procurement, and field activities
- Monitor weekly look-ahead schedules
- Issue Weekly Statement of Working Day reports
- Identify early warning signs of delay

Special attention will be given to steel pipe procurement lead times and specialty valve deliveries.

Change Order and Claims Management

AKM will proactively identify potential claims and maintain a claims log. For each proposed change order, we will:

- Evaluate entitlement
- Perform independent quantity and cost review
- Assess schedule impacts
- Provide written recommendations to OMUC

Early documentation and timely analysis will reduce dispute potential.

Public and Traffic Coordination

Work along Euclid Avenue and Riverside Drive requires disciplined traffic control oversight. AKM will:

- Monitor contractor compliance with approved traffic control plans
- Verify signal loop replacements
- Ensure pedestrian access is maintained
- Coordinate with City staff for public communication

3. Post-Construction – Efficient Closeout

AKM will lead punch list development with OMUC staff and track corrective actions through completion.
Closeout efforts will include:

- Verification of record drawings
- Warranty documentation
- Lien releases
- Final quantity reconciliation
- Final pay application review
- Archiving of project documents

Our goal is clean, defensible project closeout without residual disputes.

The Euclid Avenue Recycled Water System Project is a major capital investment that spans two critical corridors and includes both distribution-scale PVC pipeline and large-diameter welded steel transmission main. Its success depends on proactive leadership, disciplined inspection, and structured documentation.
AKM's approach emphasizes:

- Early risk identification
- Continuous schedule control
- Aggressive documentation management
- Technical oversight of steel pipeline installation
- Proactive claim avoidance
- Full alignment with OMUC staff

We are prepared to support OMUC from pre-construction through final acceptance and ensure this project is delivered safely, efficiently, and within the contract duration.

3. Fee

To complete the proposed scope of services, we estimate the following budget will be required. Work will be performed on a time and material, not to exceed basis, in accordance with AKM's rate schedule established as part of OMUC On-Call Construction Management contract, included in this section.

AKM CONSULTING ENGINEERS - RATE SCHEDULE

Labor Classification	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	$253	$261	$269
Principal Engineer	$253	$261	$269
Project Manager	$246	$253	$261
Project Engineer	$234	$241	$248
Senior Construction Manager	$233	$240	$247
QA/QC Manager	$233	$240	$247
Senior Engineer	$215	$221	$228
Construction Manager	$200	$206	$212
Senior Field Engineer / Inspector	$197	$203	$209
Field Engineer / Inspector	$173	$178	$184
Associate Engineer	$167	$172	$177
Staff Engineer	$148	$153	$157
Financial Analyst	$136	$140	$144
Senior Designer / Senior CADD Technician	$117	$121	$124
Designer / CADD Technician	$109	$112	$115
Assistant Engineer	$107	$111	$114
Engineering Technician	$99	$102	$105
Engineering Aide	$84	$86	$89
Office Support	$84	$86	$89
Data or Word Processing	$81	$84	$86

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at $0.75/mile. This schedule of rates is in effect until December 31, 2026, at which time it may be adjusted.

4. Other Information

AKM Consulting Engineers has a long and distinguished track record in providing quality construction management and inspection services for water, recycled water, and wastewater systems. Specific examples of AKM's experience are listed below. These projects are representative of the types of work that AKM staff members have completed. Please note, all projects listed were completed within budget and schedule. Contacts are included with each of projects for your reference.

ANDERSON PARK RECYCLED WATER IRRIGATION CONVERSION

West Basin Municipal Water District: 17140 South Avalon Boulevard, Suite 210, Carson, CA 90746
Contact: Kevin Cullen, Engineer III (310) 217-2411 kevinc@westbasin.org

AKM Consulting Engineers provided construction managemet and inspection services for the Project which consisted of converting the existing irrigation water supply system at Anderson Park from potable water to recycled water. The scope of work includeed:

- Connection and disconnection of irrigation supply piping
- Installation of required signage and identification tags
- Replacement of quick couplers
- Installation of a backflow prevention device and pressure regulator
- Meter connections and disconnections
- Cross-connection testing and verification
- Restoration of disturbed landscaping and hardscape surfaces

This project was funded in part through the Proposition 84 Funding Program.

WRCRWA PIPELINE PROJECT

City of Corona: 400 S Vicentia Avenue, Corona, CA 92882
Contact: Nathan Armendariz (951) 736-2264 nathan.armendariz@coronaca.gov

AKM Consulting Engineers provided construction management and inspection services for the Project which involved installation of approximately 3900LF of 20" DIP and 100LF of 12" PVC pipe. The pipeline extends through three jurisdictions (City of Norco, City of Eastvale, and USACE). Challenges to the project included work within an existing and operable treatment plant and within public right-of-way.





LOS ANGELES "SOFI" STADIUM AND ENTERTAINMENT DISTRICT AT HOLLYWOOD PARK RECLAIMED WATER PLANS PHASE 1

Completed Under On-Call Services Contract
West Basin Municipal Water District: 17140 South Avalon Boulevard, Suite 210, Carson, CA 90746
Contact: Kevin Cullen, Engineer III (310) 217-2411 kevinc@westbasin.org



AKM provided construction management and inspection for the project which involved the construction of approximately 13,500 lineal feet of 8 inch to 12 inch PVC recycled water pipe. The project included valves, air/vacuum release valves, blow-offs, and hydrostatic testing and flushing of the completed pipeline. The pipeline was designed to supply recycled water for irrigation at the Los Angeles Rams/Los Angeles Chargers SoFi Stadium and Entertainment District, as well as to fill a lake within the district. Constructed by Turner/AECOM, the stadium's developer, the pipeline will be owned and operated by West Basin Municipal Water District. With 49 different contractors working on-site daily, effective communication and coordination at the field level were essential to maintaining the project schedule. Work on this portion of the project was intermittently paused to accommodate other stadium construction activities, requiring AKM to be highly responsive to schedule changes and to restart work on short notice.

NORTHROP GRUMMAN RECYCLED WATER LATERAL
West Basin Municipal Water District: 17140 South Avalon Boulevard, Suite 210, Carson, CA 90746
Contact: Veronica Govea, Project Manager veronicag@westbasin.org 310-660-6269



AKM Consulting Engineers provided construction management and inspection services for the project which required installation of a 6-inch recycled water service between two existing 6-inch recycled water pipeline systems. Work included furnishing all materials, labor, equipment, fuel, tools, transportation, and services for construction, testing, and completion of the project. Work also included mobilization and demobilization, utility potholing, installation of recycled water service lateral, valves, hydrostatic testing as well as trench repair pavement. The project required permits from the City of Redondo Beach and the City of Manhattan Beach as the project boundaries were on the boarder of the two Cities.

CATHODIC PROTECTION IMPROVEMENTS PROJECT
West Basin Municipal Water District: 17140 South Avalon Boulevard, Suite 210, Carson, CA 90746
Contact: Kevin Cullen (310) 217-2411 kevinc@westbasin.org



AKM Consulting Engineers provided construction management and inspection services for the Cathodic Protection Improvements Project. Work included the repair and rehabilitation of existing cathodic protection (CP) test stations, the construction of new CP test stations, the construction of new corrosion monitoring test stations, and the repair of discontinuous joints within West Basin's recycled water distribution system. The Project requires work on 22 metallic pipelines, within 12 separate permitting jurisdictions, which convey secondary effluent, recycled water, barrier injection water, and brine wastewater. Several of the 22 work locations were constrained by specific dates and windows of time imposed by the various permitting agencies. The project sequencing was therefore critical to ensuring that all work could be completed within the Contract duration.
The project extended through the cities of Torrance, Manhattan Beach, El Segundo, Redondo Beach, Los Angeles, Hawthorne, Carson, Lawndale, Gardena, and Inglewood.

CONSTRUCTABILITY REVIEW FOR RIVERSIDE-JURUPA RECYCLED WATER LINE PROJECT
Ontario Municipal Utilities District: 1425 South Bon View Avenue, Ontario, CA 91761
Contact: Omar Gonzales, Senior Associate Civil Engineer (909) 395-2578 OEGonzalez@ontarioca.gov

AKM Consulting Engineers provided construction management and inspection services for the Project which involved installation of approximately 3900LF of 20" DIP and 100LF of 12" PVC pipe. The pipeline extends through three jurisdictions (City of Norco, City of Eastvale, and USACE). Challenges to the project included work within an existing and operable treatment plant and within public right-of-way.



EMIN KAYIRAN, CPII

Project Manager

Mr. Emin Kayiran, CPII, is the Director of Construction Management Services with AKM. He has over 21 years of responsible experience in the inspection and construction management of pump stations; pipelines, treatment facilities; forcemains; complex reinforced concrete structures including concrete tanks within treatment facilities, sumps, wet wells and valve vaults; sheet piling; deep excavations; ground remediation; dewatering; shut-downs; tie-ins; commissioning and testing; installation of emergency power generators and transfer switches; electrical and control systems for water resource facilities; as well as special protective linings and coatings. Mr. Kayiran also possesses a wealth of experience in managing, coordinating and overseeing materials testing and special inspection during the construction of water resources facilities. Several of the Mr. Kayiran's completed projects involved close coordination amongst the project owner, their operations staff, outside stakeholders and the Contractor in order to achieve varying project objectives within constrained project sites and scheduling timeframes.

Additionally, Mr. Kayiran has provided claims management, cost control, change order preparation, change order negotiation, warrantee inspections, schedule review and analysis, warrantee work coordination with contractors and constructability review services to special districts and municipal agencies. He is trained in schedule and delay analysis including Primavera P6.

Anderson Park Recycled Water Irrigation Conversion | West Basin Municipal Water District

Role: Project Manager | AKM Consulting Engineers provided construction managemet and inspection services for the Project which consisted of converting the existing irrigation water supply system at Anderson Park from potable water to recycled water. The scope of work includeed:Connection and disconnection of irrigation supply piping; Installation of required signage and identification tags; Replacement of quick couplers; Installation of a backflow prevention device and pressure regulator; Meter connections and disconnections; Cross-connection testing and verification; Restoration of disturbed landscaping and hardscape surfaces. This project is funded in part through the Proposition 84 Funding Program.

Unit 8 Second Gap Connection Pipeline | Water Replenishment District

Role: Project Manager | AKM provided construction management and inspection services for the project which involved the construction of approximately 3,000 linear feet of recycled water pipeline using ductile iron and welded steel pipe, mostly ranging from 6 to 24 inches in diameter. It also included 1,900 feet of 4-inch spare conduit and 51 feet of relocated 8-inch steel drain pipe. Additional work consisted of potholing and protecting existing subsurface utilities, remodeling sewer and water house connections as needed, and conducting CCTV inspections of Los Angeles' existing sanitary sewer and storm drain systems before and after construction. The project included installation of various pipe appurtenances such as butterfly valves, gate valves, air valves, blow-offs, and several flow meter and valve vaults of varying sizes. Electrical and control systems, including PLCs and SCADA integration, were installed, along with a galvanic cathodic protection system. Construction activities involved hydrostatic pressure testing, system startup and commissioning, traffic control with temporary striping and restoration, excavation, dewatering, paving with both asphalt and concrete, and removal of conflicting existing pipelines totaling 103 linear feet.

Los Angeles Stadium and Entertainment District at Hollywood Park Reclaimed Water Plans Phase I | West Basin Municipal Water District

Role: Project Manager | AKM provided Construction Inspection for the project which involved the construction of approximately 13,500 lineal feet of 8 inch to 12 inch PVC recycled water pipe. Also included are valves, air/vacs and blow-offs, as well as hydrostatic testing and flushing of the completed pipeline. The pipeline will serve recycled water for irrigation at the new Los Angeles Rams Stadium and Entertainment District, as well as filling a proposed lake within the entertainment district. The facility was constructed by Turner/AECOM, the

TITLE

Vice President
Director of Construction Management

REGISTRATION

APWA – Certified Public Infrastructure Inspector

YEARS OF EXPERIENCE

21 years (21 with AKM)

EDUCATION

Civil Engineering Studies – CSU Long Beach

B.S. Business Administration – University of Arizona

CAREER HIGHLIGHTS

Subject Matter Expert for the American Public Works Association

Co-Author of a new training module on the inspection of pumping and treatment facilities – Published in 2019

Authored "CPII as a standard of practice" – Published September 2014

Co-presenter and speaker for "De-mystifying Risk" and ENR webinar



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developer of the stadium and entertainment district; yet will be owned and operated by West Basin Municipal Water District. With 49 different contractors working on the site each day, communication and coordination at the field level was critical to maintain schedule.

Cathodic Protection Improvements Project | West Basin Municipal Water District

Role: Project Manager | AKM Consulting Engineers provided construction management and inspection services for the Cathodic Protection Improvements Project. Work included the repair and rehabilitation of existing cathodic protection (CP) test stations, the construction of new CP test stations, the construction of new corrosion monitoring test stations, and the repair of discontinuous joints within West Basin's recycled water distribution system. The Project required work on 22 metallic pipelines, within 12 separate permitting jurisdictions, which convey secondary effluent, recycled water, barrier injection water, and brine wastewater. Several of the 22 work locations are constrained by specific dates and windows of time imposed by the various permitting agencies. The project sequencing was therefore critical to ensuring that all work could be completed within the Contract duration.

Riverside – Jurupa Recycled Water Improvement Project | Ontario Municipal Utilities Company

Role: Constructability Review Project Manager | AKM Consulting Engineers conducted a thorough constructability review for the planned pipeline project for the Ontario Municipal Utilities Company (OMUC), The Riverside – Jurupa Recycled Water Project. The Project consists of the installation of approximately 12,300 linear feet of PVC recycled water pipeline ranging in size from 8-inch to 16-inch, within arterial streets and included appurtenant valves, fire hydrants, air/vacs, blow-offs and cement mortar lined and coated steel pipe offsets. Also included is a 30-foot deep jack and bore operation under a flood control channel.

Northrop Grumman Recycled Water Lateral | West Basin Municipal Water District

Role: Project Manager/Construction Manager | AKM Consulting Engineers provided construction management and inspection services for the project which required installation of a 6-inch recycled water service between two existing 6-inch recycled water pipeline systems. Work included furnishing all materials, labor, equipment, fuel, tools, transportation, and services for construction, testing, and completion of the project. Work also included mobilization and demobilization, utility potholing, installation of recycled water service lateral, valves, hydrostatic testing as well as trench repair pavement. The project required permits from the City of Redondo Beach and the City of Manhattan Beach as the project boundaries were on the boarder of the two Cities.

Wastewater Treatment Plant and Recycled Water Transmission System Expansion | City of San Clemente

Role: Construction Manager | AKM provided Constructability Review of the final design documents for the project which involved two (2) Title 22 effluent pump stations within the existing wastewater treatment plant, 48,000 LF of 6-inch PVC C-900 and D.I. pipeline, 8-inch PVC C-900 pipeline, 12-inch PVC C-900 pipeline, 16-inch D.I. pipeline, and 20-inch D.I. recycled water main in the City of San Clemente including one pressure reducing station, and cathodic protection for D.I. pipelines. The work also included a 0.2 MG pre-stressed post tensioned concrete potable water forebay reservoir and the conversion of a 2 MG pre-stressed post tensioned concrete reservoir to recycled water usage. The constructability review included a thorough review of the plans and specifications, and several field inspections of the existing facilities. The constructability review identified potential utility conflicts as well as recommended additions and modifications to facility startup and testing phasing/requirements to the design team.

JRWSS LTM Pipeline Replacement and Slope Repair at Calle Vista Torito | South Coast Water District



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Co-presenter and speaker for "De-mystifying Risk" and ENR webinar

Role: Project Manager | AKM Consulting Engineers is providing construction management and full-time field inspection services for the JRWSS Local Transmission Main (LTM) Pipeline Replacement and Slope Repair Project at Calle Vista Torito in San Clemente, California, for South Coast Water District. This complex infrastructure effort involves slope stabilization followed by replacement of approximately 445 linear feet of a compromised 1961-era transmission main, installation of a new owner-furnished 24-inch ball valve, abandonment of the existing concrete cylinder pipe, and removal of temporary bypass piping installed after a major failure in February 2021. The project also includes access improvements, drainage and erosion control, shoring and dewatering systems, and retaining wall work within a steep ravine located between private residences and the Caltrans I-5 right-of-way. AKM's responsibilities include contractor coordination, schedule and shutdown planning, submittal and RFI management, field documentation, change order evaluation, permit compliance monitoring, and closeout support, ensuring safe execution and uninterrupted operation of this critical regional water transmission facility.

WRCRWA Reclaimed Waterline Improvements | City of Corona

Role: Project Manager | AKM Consulting Engineers provided construction management and inspection services for the Project which involved installation of approximately 3900LF of 20" DIP and 100LF of 12" PVC pipe. The pipeline extends through three jurisdictions (City of Norco, City of Eastvale, and USACE). Challenges to the project included work within an existing and operable treatment plant and within public right-of-way.

Joint Transmission Main Vault Upgrades | South Coast Water District

Role: Project Manager | AKM provided construction management and inspection for the project which consisted of valve actuator / operator replacements, valve replacements, pipeline improvements, pump and drainage pipe installation and retaining wall. Also included was the demolition of portions of existing retaining walls and construction of new walls and concrete slabs. Work was also performed at three additional vaults which included modifications to Vault 1, 2, and 4, assessing viability of existing 42-inch, 30-inch, and 24-inch ball valves, replacing new gear boxes and operators, removing portions of pipe and installing dismantling joint, removal of vault's top slab and manway, extending vault walls, and provided new aluminum hatches, and provided and installing new air release valve assembly. The pipe and valve replacements were completed during a coordinated 14 day shutdown of the JTM pipeline.

Watermain Improvements at Center, Walnut, and Maple | City of El Segundo

Role: Project Manager | AKM provided construction management and inspection for the project which consisted of approximately 3,500 LF of 10" DIP, 850 LF of 8" DIP, 1,000 feet of a temporary high-line system to serve customers while replacements were being conducted on Center Street, appurtenant valves, new fire hydrants, fire hydrant abandonments; 8 connections to existing system; re-establishment of water services; installation of new service meters; hydrostatic testing of new water main; chlorination and de-chlorination of water main; and final flushing. Also included was rehabilitation of concrete paving, cross gutters, curb/gutter/sidewalks, and a grind and cap of the streets along the pipe alignment.

Watermain Improvements at Virginia, Oak, and Bayonne | City of El Segundo

Role: Project Manager | AKM provided construction management and inspection for the project which consisted of approximately 4,000 LF of 8" DIP, appurtenant valves, new fire hydrants, fire hydrant abandonments; 108 connections to existing system; re-establishment of water services; installation of new service meters; hydrostatic testing of new water main; chlorination and de-chlorination of water main; and final flushing. Also included was rehabilitation of concrete paving, cross gutters, curb/gutter/sidewalks, and slurry seal.



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Watermain and Street Improvements at Center Street and Pine Avenue | City of El Segundo

Role: Construction Manager | AKM provided construction management and inspection for the project which consisted of the construction of 1,500 linear feet of 10-inch ductile iron watermain pipe; 50 linear feet of 6-inch ductile iron watermain; appurtenant valves; fire hydrant abandonments; ten (10) connections to the existing system; reestablishment of water services; hydrostatic testing of the new watermain; chlorination and then subsequent de-chlorination of the new watermain and final flushing. The project also included rehabilitation of asphalt concrete paving within the limits of the watermain alignment; reconstruction of an existing concrete cross gutter; reconstruction of curb, gutter and sidewalk improvements; slurry seal of Center Street and Pine Avenue within the limits of construction and traffic striping. Project challenges included the establishment of one way traffic control and a detour around the work area which was within several hundred feet of two (2) schools.

16-inch Transmission Main for Well No. 9 | City of Fountain Valley

Role: Construction Manager/Inspector | AKM provided construction management and inspection for the 16-inch cement mortar-lined and coated welded steel discharge pipe (2,800 LF), from the City's new Well No. 9 facility to a connection with the existing distribution system within the busy intersection of Warner Avenue and Bushard Street. The work also included a crossing of the Ocean View Channel, and repaving of the three (3) southbound lanes of Bushard and pavement rehabilitation of Gardena Avenue. Additional responsibilities included reviewing the Contractor's flushing, chlorination, de-chlorination and hydrostatic testing plans, coordination of the testing with the City's operation and maintenance staff as well as observing the flushing, chlorination, de-chlorination and hydrostatic testing in the field.

Tract 16929 16-Inch Steel Cement Mortar Lined and Coated Watermain | City of Fountain Valley

Role: Resident Engineer | AKM provided construction management and inspection for the installation of a 16-Inch, welded joint, cement mortar lined and coated watermain through a new housing development under construction, to eventually be connected to a proposed ground water well and pumping facility adjacent to the development. The work included excavation and trenching, verifying proper storage and handling procedures of the pipe, verifying proper backfill, inspecting the welding of the joints; inspecting the coating of exterior and interior joints, observing compaction, facilitating hydrostatic testing and CCTV inspection of the pipe.

Inspection of Golden State Water Company Inverted Waterline Siphon and Sewer Repair | City of Cypress

Role: Resident Engineer | AKM provided construction management and inspection for the construction of a 12-inch ductile iron inverted siphon installed by the Golden State Water Company to avoid a conflict for a future box culvert project to be completed by the City of Cypress. The work included removing an approximately 50-foot section of asbestos cement pipe (ACP), disposing of the ACP in accordance with applicable hazardous material handling and disposal requirements, tying the new ductile iron pipe into existing valves on each side of the new pipe, a polyethylene encasement, backfill, concrete paving of the trenched area and a closed circuit television inspection. While installing the line, the contractor damaged an existing City of Cypress 12-inch vitrified clay pipe sewer line and replaced approximately 40-feet of the VCP line, including replacing the crushed rock bedding and backfill. Due to high groundwater conditions, a continuous dewatering system complete with effluent filtering station was maintained during the work.

MIKE FREDRIKSZ

Senior Construction Manager

YEARS OF EXPERIENCE

35 years (8 with AKM)

HIGHLIGHTS

Construction oversight of capital improvements and large residential development projects

Previously Inspection Services Supervisor for Irvine Ranch Water District

Experience includes: water, recycled water, and wastewater facilities

Reservoirs, pipelines, pump stations, lift stations, buildings, treatment plants, street rehabilitation, slurry seal

Mike Fredriksz has more than 35 years of experience providing construction oversight of Capital Improvements and large residential development projects. Mike's project experience includes water and wastewater facilities, reservoirs, pipelines, pump stations, sewer lift stations, buildings, treatment plants, street rehabilitation and slurry seal. He has been extensively involved with multiple stakeholders including the public, elected officials, developers, contractors, engineers and architects. His responsibilities have included monitoring construction activities, traffic control, preparing daily construction reports, verifying compliance with plans and specifications, maintaining record drawings, final inspections and project startups. Mike has knowledge and experience with project management, submittal process and requests for information and change orders.

Anderson Park Recycled Water Irrigation Conversion | West Basin Municipal Water District

Role: Construction Manager | AKM Consulting Engineers provided construction managemet and inspection services for the Project which consisted of converting the existing irrigation water supply system at Anderson Park from potable water to recycled water. The scope of work includeed:Connection and disconnection of irrigation supply piping; Installation of required signage and identification tags; Replacement of quick couplers; Installation of a backflow prevention device and pressure regulator; Meter connections and disconnections; Cross-connection testing and verification; Restoration of disturbed landscaping and hardscape surfaces. This project is funded in part through the Proposition 84 Funding Program.

WRCRWA Reclaimed Waterline Improvements | City of Corona

Role: Construction Manager | AKM Consulting Engineers provided construction management and inspection services for the Project which involved installation of approximately 3900LF of 20” DIP and 100LF of 12” PVC pipe. The pipeline extends through three jurisdictions (City of Norco, City of Eastvale, and USACE). Challenges to the project included work within an existing and operable treatment plant and within public right-of-way.

Jeffrey Road South Domestic and Reclaimed Water Mains | Irvine Ranch Water District

Role: Construction Inspector | Provided construction inspection for the $5-million excavation and installation of reclaimed water, 3600 LF of 30" CMLC and C steel pipe and appurtenances, 720 LF of 42" steel casing, jack and bore under the 1-5 Freeway, 1020 LF of 6" PVC C-9 00 pipe, 120 LF of slurry backfill, 17,700 SF grind and cap pavement and striping. The project also included the excavation and installation of domestic water, 2000 LF of 24" cement mortar lined and coated steel pipe, 1000' LF 12" PVC AWWA C-900, 400 LF 8" C-900 and 300 LF slurry backfill. Inspected all welding on the steel casing and grouting the exterior and annular space per the requirement of the local agency. Inspected the final restoration of the street asphalt the grinding and capping of pipe trenches and then a final slurry seal and striping.

Cathodic Protection Improvements Project | West Basin Municipal Water District

Role: Construction Manager | AKM Consulting Engineers provided construction management and inspection services for the Cathodic Protection Improvements Project. Work included the repair and rehabilitation of existing cathodic protection (CP) test stations, the construction of new CP test stations, the construction of new corrosion monitoring test stations, and the repair of discontinuous joints within West Basin’s recycled water distribution system. The Project required work on 22 metallic pipelines, within 12 separate permitting jurisdictions, which convey secondary effluent, recycled water, barrier injection water, and brine wastewater. Several of the 22 work locations were constrained by specific dates and windows of time imposed by the various permitting agencies. The project sequencing was therefore critical to ensuring that all work could be completed within the Contract duration.

Zone 3 to Zone 5 (Domestic) and Zone A to Zone C (Recycled) Dual Pump Station | Irvine Ranch Water District

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Senior Construction Manager

YEARS OF EXPERIENCE

35 years (8 with AKM)

HIGHLIGHTS

Construction oversight of capital improvements and large residential development projects

Previously Inspection Services Supervisor for Irvine Ranch Water District

Experience includes: water, recycled water, and wastewater facilities

Reservoirs, pipelines, pump stations, lift stations, buildings, treatment plants, street rehabilitation, slurry seal

Role: Construction Inspector |Work included installation of six 300 HP vertical turbine pumps with a 36" discharge header, CML&C discharge piping, connections to recycled water system (Rattlesnake Zone A reservoir to Zone C), connections to potable water (Zone 3 to Zone 5), new CMU building, motor control center and switchgear

Jeffrey Road Grade Separation | Irvine Ranch Water District

Role: Construction Inspector |Provided construction inspection for this $40-million project that consisted of lowering existing roadway and all existing utilities below a new bridge for the Metro link Railroad. Inspected the relocation and installation of 16" ACP domestic water pipe and **30" cement mortar lined and coated steel recycled water pipe**. There were numerous conflicts with existing utilities, provided assistance in navigating installing new pipelines in existing street while maintaining continuous service and keeping roadway open during the three years of construction. Site had high groundwater, which required dewatering the project with extensive well points continuously during the project into Baker tanks. Provided coordination with multiple agencies and assisted in keeping communication open with residents living adjacent to project. Inspected all pipe installation, testing, backfill and compaction, tie-ins to existing water system.

Alton Roadway | Irvine Ranch Water District

Role: Construction Inspector |Provided construction inspection for $40-million joint venture project between the County of Orange and City of Lake Forest. The project consisted of rough grading new roadway approximately one mile. Installed storm drain box and associated storm drain pipe, new 16" AWWA C-905 PVC gravity sewer pipe and manholes, new 24", 16", 12" and 8" domestic waterlines, **new 24", 16" and 12" recycled waterlines**.

The Irvine Company and Five Points Development | Irvine Ranch Water District

Role: Construction Inspector |Projects consisted of inspection of the installation of water, recycled and sewer systems. Inspected material and installation per plans and specifications, testing, hydrostatic testing and health samples, and chlorine residuals. Inspected air and mandrel sewer pipe and *set* up video inspection of pipeline and all backfill and compaction and pavement. Coordinated with multiple agencies that required meeting developer's tight schedules.

Walnut Park Mutual Water Company Meter Replacement Project | Water Replenishment District

Role: Construction Manager | AKM provided construction management and inspection service for the project which involved replacement of all existing residential water meters within the Walnut Park MWC system. The water meters were replaced with Kamstrup ultrasonic meters. Work included removal of existing water meters, installation of new water meters, installation of new transmission antennas and receiving units, replacement of existing inlet and outlet couplings, replacement of concrete meter boxes, and installation of data system programming.

SA-5 Vault Replacement Project | City of Santa Ana

Role: Construction Manager | AKM Consulting Engineers provided construction management and inspection services for the project which consisted of constructing a new SA-5 vault and pressure reducing vault, abandoning the existing SA-5 vault, and constructing the associated CML&C piping, valves, and appurtenances to connect to the existing system and replace the existing SA-5 vault.

Alamitos Seawater Barrier Improvement Project | Orange County Water District

Role: Construction Inspector | AKM Consulting Engineers provided construction management and inspection services for the project which involved the drilling and equipping of seventeen (17) injection wells including associated vaults, piping, valves electrical and SCADA equipment, the construction of four (4) nested monitoring wells; two (2) shallow piezometers, pipeline connections to the existing supply line and integration of the new equipment with the Los

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HIGHLIGHTS

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Reservoirs, pipelines, pump stations, lift stations, buildings, treatment plants, street rehabilitation, slurry seal

Angeles County Department of Public Works (LACDPW), the agency who maintains the barrier facilities, existing SCADA system. The AKM project team performed a comprehensive constructability review for the preliminary design reports, 30-percent, 80-percent and 95-percent design documents. Project challenges included the work site being situated within the access road to the Orange County Flood Control District (OCFCD) Alamitos Channel causing significant space limitations and access restriction as well as a large residential retirement community adjacent to the south of the Channel and the Los Angeles Department of Water and Power (LADWP) Haynes Power Generating Station adjacent to the project to the north. Permitting and close coordination with LACDPW, OCFCD and LADWP was required.

Joint Transmission Main Vault Upgrades | South Coast Water District

Role: Construction Manager | AKM Consulting Engineers provided construction management and inspection services for the project which consisted of valve actuator / operator replacements, valve replacements, pipeline improvements, pump and drainage pipe installation and retaining wall. Also included was the demolition of portions of existing retaining walls and construction of new walls and concrete slabs. Work was also performed at three additional vaults which included modifications to Vault 1, 2, and 4, assessing viability of existing 42-inch, 30-inch, and 24-inch ball valves, replacing new gear boxes and operators, removing portions of pipe and installing dismantling joint, removal of vault's top slab and manway, extending vault walls, and providing new aluminum hatches, and providing and installing new air release valve assembly. The pipe and valve replacements were completed during a coordinated 14 day shutdown of the JTM pipeline.

Bellflower and Spring Bridge Repair | City of Long Beach

Role: Construction Inspector | AKM Consulting Engineers provided construction management and inspection services for the Project which involved repair of a damaged section of the Bellflower / Spring Bridge which also serves as a quadruple box culvert under the road. The culvert was damaged by a Contractor performing work at street grade for Southern California Edison (SCE) under a City issued encroachment permit. Because the City had jurisdiction of the bridge and street, and County of Los Angeles Flood Control District (LACFCD) owns and maintains the drainage culvert, SCE's repair contractor was required to obtain permits from both the City and LACFCD. The work entailed constructing a diversion of dry-weather drainage flows away from the culvert chamber where the repair was located, the erection of a designed falsework system within the culvert underneath the location of the repair, the demolition and removal of a 25 by 15 foot section of the bridge/culvert, sandblasting of existing reinforcement bar, doweling and epoxy setting new reinforcement into the existing concrete and placement of new concrete. The work required traffic control beginning at the 405 freeway as well as a full street closure during concrete placement, which was performed at night. Due to the urgency to complete the work within a dry weather window and relive the public of the burden caused by the work, Construction was performed in both day and night shifts, 7 days a week. AKM rotated inspectors to adequately cover the work which required close communication amongst the AKM team as well as all involved parties.

Watermain Improvements at Center, Walnut, and Maple | City of El Segundo

Role: Construction Manager | AKM Consulting Engineers provided construction management and inspection services for the project which consisted of approximately 3,500 LF of 10" DIP, 850 LF of 8" DIP, 1,000 feet of a temporary high-line system to serve customers while replacements were being conducted on Center Street, appurtenant valves, new fire hydrants, fire hydrant abandonments; 8 connections to existing system; re-establishment of water services; installation of new service meters; hydrostatic testing of new water main; chlorination and de-chlorination of water main; and final flushing. Also included was rehabilitation of concrete paving, cross gutters, curb/gutter/sidewalks, and a grind and cap of the streets along the pipe alignment.

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YEARS OF EXPERIENCE

35 years (8 with AKM)

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Construction oversight of capital improvements and large residential development projects

Previously Inspection Services Supervisor for Irvine Ranch Water District

Experience includes: water, recycled water, and wastewater facilities

Reservoirs, pipelines, pump stations, lift stations, buildings, treatment plants, street rehabilitation, slurry seal

Capital Improvements, Portola Parkway | Irvine Ranch Water District

Role: Construction Inspector |Lead construction inspector for the project which included installation of 3,596 LF of 20",9226 LF of 30",4000 LF of 16" cement mortar lined and coated steel pipe, and 4,000 LF of 16" AWWA C-905 pipe and appurtenances. The project included pressure and water quality testing for all piping and connection to existing water systems and 152,000 SF of trench pavement restoration, including striping in addition and 550,000 SF of slurry seal type 2. Inspected the installation of all pipelines, checked shoring for compliance with OSHA Standards and inspected all weld joints on the cement mortar lined and coated steel pipe. Inspected the pressure testing of all pipelines, witnessed the proper flushing of the chlorine chlorinated water, and collected the Bacti or health samples and delivered to laboratory.

Dyer Road Well No. 6 | Irvine Ranch Water District

Role: Construction Inspector | Work included installation of a new 600 HP vertical turbine pump, CML&C discharge piping, connecting to existing 24" CML&C distribution main, new CMU building, medium voltage motor control center and switchgear.

Villages of Turtle Rock, Quail Hill and Woodbury | Irvine Ranch Water District

Role: Construction Inspector | Provided construction inspection for the $6.8-million, 8.1 million SF of slurry seal and 3.6 million SF of asphalt grind and cap project.

GARRICK FROST

Senior Construction Inspector

YEARS OF EXPERIENCE

29 years (1 with AKM)

REGISTRATION

- Grade 3 Water Distribution Operator Certification

EDUCATION

- Bachelor of Science/ Business Administration / Management and Operations Management – CSU Long Beach

HIGHLIGHTS

- Experience in construction inspection and supervision, with a strong background in both capital improvement and subdivision projects.
- Experience includes inspections of water, reclaimed water, and sewer pipelines, as well as pumping stations, pressure reducing stations, water reclamation facilities, and sewage lift stations.
- Supervisory rolls were with the field crews and was responsible for maintenance and installation of domestic water, reclaimed water, and wastewater collection systems.

Mr. Frost has over 29 years of experience in construction inspection and supervision. He has a strong background in capital improvement and subdivision projects. His experience includes inspections of water, reclaimed water, and sewer pipelines, as well as pumping stations, pressure reducing stations, water reclamation facilities, and sewage lift stations. In addition to inspection experience, Supervisory rolls were with the field crews and was responsible for maintenance and installation of civil and mechanical systems.

- **SAN JOAQUIN RESERVOIR RECYCLED FILTRATION | IRWD | Inspector.** New recycled filtration facility inside a new building, replacement of a backwash waste return basin, vault, and pipeline, replacement of the existing sodium hypochlorite tanks, pumps, and piping; replacement of existing reservoir booster pumps, new flow control valve, expansion to the existing electrical control room, replacement of the existing PLC, MCC, and UPS and replacement of existing SCE service and transformer.
- **WOODBRIDGE RECYCLED WATER PIPELINE REPLACEMENT | IRWD | Inspector. R**eplacement of approx. 50,000 linear feet of recycled water piping in the Woodbridge Community. Existing asbestos cement pipe was replaced with PVC piping.
- **54" BAKER PIPELINE REALIGNMENT THROUGH SANTIAGO CREEK | IRWD | Inspector.** Removal of approx. 300 linear feet of 54-inch CML&C pipe within the Santiago Creek in Irvine Park and the construction of approximately 300 linear feet of 54" CML&C pipe with an additional 10 feet of cover. Scope includes open trench construction with dewatering of the pipeline, dewatering of the groundwater, filtering of all dewatering flows, slurry fill in the pipe zone, backfill, and restoring the creek to per-construction conditions. All work was performed in the 25-foot easement.
- **LAGUNA CANYON ROAD AND QUAIL HILL PKWY CATHODIC PROTECTION | IRWD | Inspector.** Installation of five impressed current cathodic protection systems (deep anode beds and rectifiers), five-meter pedestals, two insulating flange kits, bond wires, insulator joint test stations and all appurtenant work.
- **WATER RECLAMATION PLANT NO.7 AERATION IMPROVEMENTS - Coachella Valley Water District | Senior Inspector.** Aeration Improvements including new Blower Building, Electric Building, blowers, process air piping and fine bubble diffuser system, submersible mixers, mixed liquor return pumps and piping, instrumentation, valves, modifications to the existing secondary splitter box, replacement of gates, and all corresponding site civil, yard piping, electrical, and controls upgrades.
- **SOLIDS HANDLING FACILITY IMPROVEMENTS Central Contra Costa Sanitary District | Senior Inspector.** Renovation in an operating industrial facility and included demolition, structural, architectural, mechanical, electrical, instrumentation, and controls upgrades for the Sludge Dewater System, multiple Hearth Furnaces, Wet Scrubber and Air Pollution Control, Seismic Strengthening, and related facilities.
- **INJECTION WELL FACILITIES PHASE 4 Monterey One Water | Senior Inspector.** Two deep injection wells, vertical turbine backwash pumps and motors, chlorine analyzers, electrical House Buildings for power equipment and variable frequency drives, percolation basins 4 acre-feet, 1.5 miles of Product Water (24" Ductile Iron) from Blackstone Reservoir to Well Site No. 7.
- **NEWPORT COAST LIFT STATION REHABILITATION | IRWD | Inspector.** Rehabilitation of the lift station wet well coating, lift station dry well piping, ventilation system, and ductile iron sewer force main. Also included a new CMU Electrical Building and a new stairwell for access to the underground lift station dry well.
- **SEWER SIPHON IMPROVEMENTS | IRWD | Inspector.** Sewer siphon and sewer cleaning and CCTV, CIPP lining of sewer siphon barrels, site improvements, sewer siphon vault rehabilitation improvements, air jumper repairs, air jumper construction, construction of a chemical dosing facility, two grit traps and two odor control vents.

Attachment B

Exhibit “B” – Schedule of Services

Ontario Municipal Utilities Company
Construction Management for OMUC Contract NO. UT 1072
Euclid Avenue Recycled Water System Projet
Proposal - February 19, 2026

Task No.	Description	Labor Hours and Rates by Classification				Fees
		Project Manager	Construction Manager	Inspector	Total Hours	Labor Total
		$261.00	$212.00	$184.00		
Task1 - Pre-Construction						
1.1	Contract Document Review, PreConstruction Site Photos and Videos	8	24	8	40	$8,648
1.2	Document Control Procedures, Coordination with City Staff	8	16		24	$5,480
1.3	Pre-Construction Meeting	2	12	2	16	$3,434
1.4	Preliminary Utility Coordination		24		24	$5,088
SUBTOTAL		**18**	**76**	**10**	**104**	**$22,650**
Task 2 - Construction Phase						
2.1	On-Site Construction Management	16	168		184	$39,792
2.2	Scheduling and Progress Meetings	24	160		184	$40,184
2.3	Change Order Management	24	64		88	$19,832
2.4	Requests for Information (RFIs)	12	60		72	$15,852
2.5	Submittal Management	4	48		52	$11,220
2.6	Claims Management	8	24		32	$7,176
2.7	Weekly Resident Engineer Report	2	40		42	$9,002
2.8	Schedule of Values and Progress Pay Estimates	2	48		50	$10,698
2.9	Safety Program and Traffic Control Plan		20		20	$4,240
2.10	Project Records	2	16		18	$3,914
2.11	Full-Time Inspection Services	2	16	2320	2338	$430,794
SUBTOTAL		**96**	**664**	**2320**	**3080**	**$592,704**
Task 3 - Post Construction Phase						
3.1	Punch List	2	8	12	22	$4,426
3.2	Coordinate Close-Out and Submittal of Final Documents	2	8		10	$2,218
3.3	Final Payment		2		2	$424
SUBTOTAL		**4**	**18**	**12**	**34**	**$7,068**
Total Hours		**118**	**758**	**2342**	**3218**	
Total Fee		**$30,798**	**$160,696**	**$430,928**		**$622,422**

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

PAUL S. LEON
MAYOR

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN
DEBRA PORADA
DAISY MACIAS
COUNCIL MEMBERS

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
CITY TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
SMITH-EMERY LABORATORIES INC.

1. Parties and Date.

This Amendment No. **3** to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Smith-Emery Laboratories Inc.,** a California Corporation, **"Consultant".** City and **Consultant** are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **Consultant** have entered into an agreement entitled "**On-Call Material Testing and Geotechnical Engineering Services**" dated **May 2, 2023** ("Agreement").

2.2 Amendment Purpose. The City and **Consultant** desire to amend this Agreement to increase the compensation by **One Hundred Twenty-Four Thousand Ninety-Five Dollars ($124,095)** for a total not-to-exceed compensation of **Five Hundred Eighty-Four Thousand Two Hundred Sixty Dollars ($584,260)** and include additional project specific proposal to the Exhibit A through Exhibit B. This increase in compensation is for the additional scope of work listed in the attached Consultants' Proposal titled "**Material Testing and Geotechnical Engineering Services for Euclid Avenue Recycled Water System Project (OMUC Contract No. UT1072)**" and dated **February 18, 2026**.

2.3 Amendment Authority. This Amendment No. **3** is authorized pursuant to Section **3.1.2** and **3.2.4** of the Agreement.

3. Terms.

3.1 Amendment. Sections **3.1.2** and **3.2.1, Exhibit A through Exhibit B** of the Agreement are hereby amended in their entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from **May 2, 2023** to **April 30, 2028**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Eighty-Four Thousand Two Hundred Sixty Dollars ($584,260)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Exhibit "A" - SCOPE OF SERVICES is hereby amended to add Attachment A which is hereto and incorporated herein by reference. All other previously added or deleted scope of services are retained in their entirety.

Exhibit "B" – SCHEDULE OF SERVICES is hereby deleted in its entirety and replaced with Attachment B attached hereto and incorporated herein by reference.

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

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. **3**.

3.4 Severability. If any portion of this Amendment No. **3** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND SMITH-EMERY LABORATORIES INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

SMITH-EMERY LABORATORIES INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

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

Attachment A

Exhibit “A” - SCOPE OF SERVICES

1127

SMITH-EMERY

THE CITY OF ONTARIO

Geotechnical & Material Testing
OMUC COTRACT NO. UT 1072
Euclid Ave Water System Project

SMITH-EMERY

Smith-Emery Laboratories, Inc.
1197 North Tustin Avenue Anaheim, CA 92807
smithemery.com

GEOTECH | TESTING | INSPECTION | ENVIRONMENTAL | CHEMICAL

1128

SMITH-EMERY LABORATORIES, INC.
An Independent Commercial Testing Laboratory, Established 1904

1197 North Tustin Avenue
Anaheim, CA 92807

Phone: (714) 238.6133
Fax: (714) 238.6144

Feb.18, 2026

Luke Zhipeng Qu
Senior Associate Engineer
Ontario Municipal Utilities Company

EXECUTIVE SUMMARY

This proposal outlines our laboratory's qualifications and technical approach for providing trench backfill testing as required by contract documents in support of the waterline installation project. Our services are designed to ensure that all material placed during construction meet project specifications, support long -term system performance, and comply with applicable standards.

Our scope of work includes on-site and laboratory testing of trench backfill materials, asphalt and bedding. Field testing will consist of in-place density and moisture verification of backfill, inspection of material and confirmation of compaction compliance with project requirements. Including laboratory evaluation.

Our laboratory is fully accredited and staffed with experienced technicians and engineers who follow standardized procedures and established quality-controls protocols. All testing will be completed promptly, with results documented in clear, timely reports that support contractor that support contractor coordination and regulatory compliance.

By selecting our team, the project will benefit from reliable testing oversight, consistent communication, and a commitment to accurate, defensible data. Our services will help the owner maintain construction quality, reduce risk, and ensure the waterline installation performs as intended throughout its service life.

Thank you for giving us the opportunity to present our approach to you. The value provided by selecting Smith-Emery will be a combination of personnel, resources, and efficiency, which include local personnel to service your projects, guaranteed response times, and around-the clock laboratory resources.

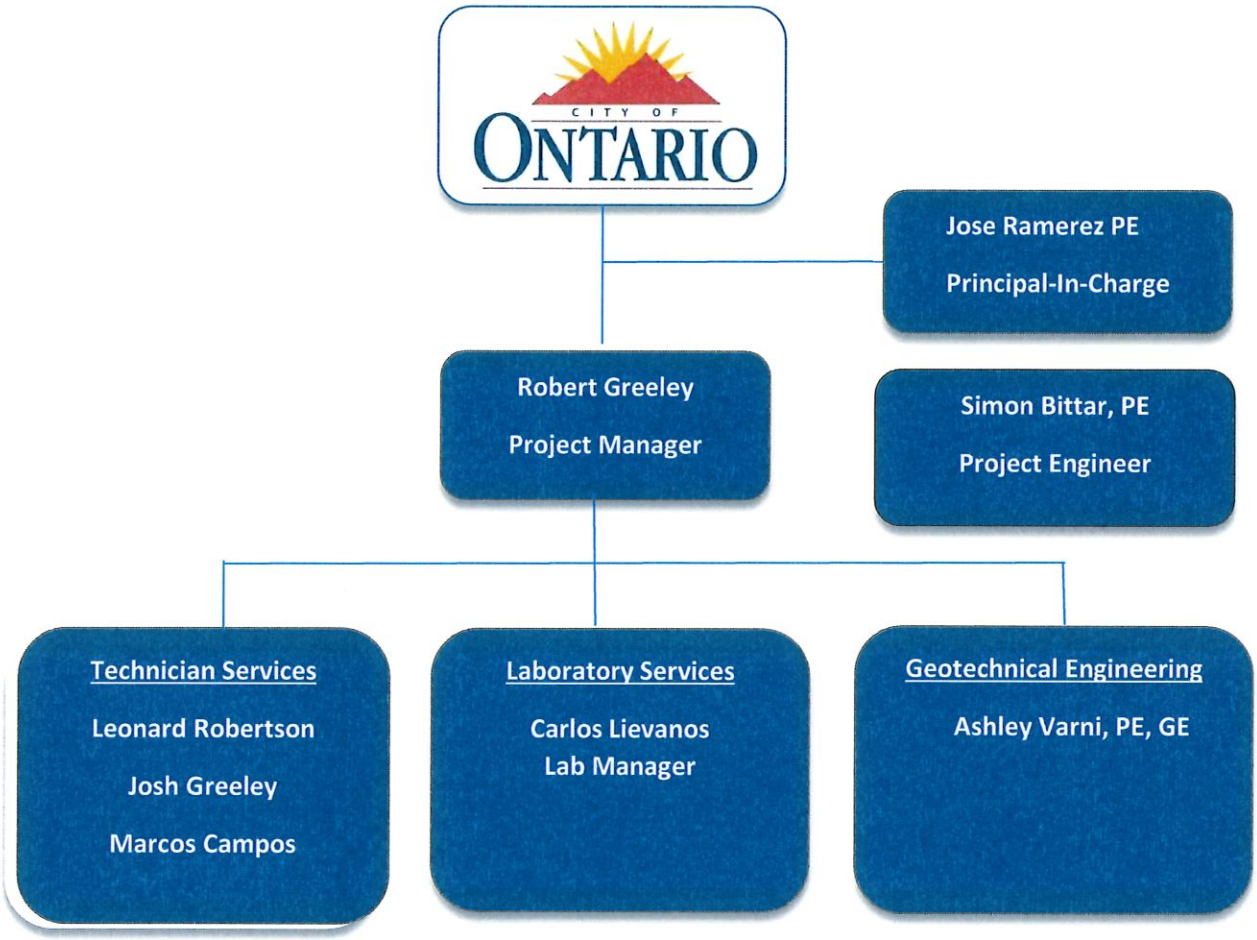
Primary Contact: Robert Greeley, Project Manager | Cell: (714) 231.2049 | rob@smithemerylabs.com

Simon Bittar, Sr. Project Engineer| (213) 792.3030 | sbittar@smithemerylabs.com

Most Respectfully,

Robert Greeley

Robert Greeley, Senior Project Manager
Phone: 714-231-2049 |
rob@smithemerylabs.com



Project Manager: Robert Greeley-One point of contact onsite 4 hours per week - review plans spec, meeting with Ontario Team and Contractor overall review of field and in-house operations. Budget Control

Project Engineer: Simon Bittar P.E. Review of ALL reports and testing, site visits, Final Review of Completion and Final Report.

Principal-In-Charge: Jose Ramerez P.E. Oversight Review Monthly Operations. Budget Oversight

Laboratory Manager: Carlos Lievanos-Lab Testing Program-Review and report test results to Engineer.

Senior Field Tech: Leonard Robertson, Monitoring, Testing and Reporting daily operations including photos and confirming work done per contract documents.

Methodology:

Smith-Emery understands that we are providing On-Call Professional Services for Geotechnical operations during the installation and backfilling of pieline including bedding, aggregate base and asphalt testing. Our Scope will include but not limited to Project Management, Compaction Test Plan, Engineering, Reporting and documentation. These services will be AS Needed, and Smith-Emery is ready to respond immediately with as little as 4-hour notice.

Knowledge of City of Ontario Standards SSPW and City of Ontario Specifications:
Smith-Emery recognizes that working harmoniously and efficiently with the City Team and Contractor is essential to successful project completion. Our personnel will report to the City Project Inspector developing a clear line of communication. We are committed in building relationships with the City. Our Teams overall experience working on this type of project assure reasonableness of our Project Team when working through issues and general construction activities along with complete Traceability & Integrity.

Safety:
Smith-Emery understands that the City of Ontario considers safety as their number one priority. Because of this our technicians onsite have OSHA 10 Safety Training and the Project Manager who visits the site weekly has OSHA 30. Smith-Emery personnel have training and experience working in Public Right of Ways and trenching/shoring operations along with traffic control knowledge to help support in the Safety Program.

Scope of Work:

Smith-Emery methodology is ""We Do Our Homework"". This begins in the pre-construction phase and reviewing of the contract documents along with Pre-Construction meetings, which all support in a successful project.

Project Management: Smith-Emery will assign a Full-Time Project Manager (Robert Greeley) who will be the Single Point of Contact. The PM will work directly with the Project Engineer, Field Staff, and the City of Ontario Team to assure clear lines of communication including scheduling of Lab Testing-Reporting. Project Manager will attend meetings and visit site once a week review operations and meeting with field personnel.

Compaction Test Plan: Smith-Emery approach is to utilize Field Staff multi-certified Technicians to provide compaction testing per SSPW-ASTM Methods and Certified to Sample per ASTM D75.

- Certified field technicians and inspectors will provide continuous observation and test. Verify material, sand bedding, moisture and compaction effort. Daily reports will be submitted at the end of the day documenting activities and tabulation of compaction testing. **Reports will be emailed to the City Project Inspector end of day.**

- Compaction testing will be conducted on backfill -subgrade-aggregate base and asphalt paving using Nuclear Gauge Method ASTM6938 and Sandcone method ASTM D1556. Compaction testing will be performed every 150 LF and every 2' lift.

- Sampling Material: Properly Identify, Prepare Sample Test Log and Sample Material per project specifications to assure material meets contract documents. Sample Log will be emailed to the City Project Inspector at the time of sampling noting location, scheduled test and soil type.

Deliverable Oversight:

Smith-Emery has implemented an oversight plan to ensure that all deliverables are tracked and conducted in a timely manner. Most testing can be turned around in 24hrs. There are some test that require longer duration based on the required method.

- Smith-Emery Laboratory is certified to provide all the material testing anticipated for this project including: Sieve Analysis ASTMC136 – soil & aggregate-Proctor Density ASTM D1557-Sand Equivalent ASTM D2419. Extraction Gradation ASTMD5444 AC Oil Content ASTMD6307-Hveem DensityASTM1561. (Laboratory Certifications in appendix)
- The Laboratory Manager (Carlos Lievanos) will complete the testing, record and review all results before submission to the Project Engineer.
- Project Engineer Simon Bittar P.E. will perform final review and approval for all laboratory testing and reports. Report will be stamped and submitted.
- Project Engineer will review all mix designs for compliance to contract documents.

Innovative Project Approach Exhibit

- Smith-Emery can respond with as little as **4-Hour** notification. We have done this for various projects in the past successfully and provided this service to an Emergency Repair Program with a 4hr. response timeline.
- No Travel Time and or Equipment Charges:
- For this specific contract Smith-Emery will implement the following minimums 4-6 & 8. This allows the City of Ontario Project Inspector flexibility working around contractor's schedule.
- Our Certified Laboratory can and will remain open 24 hours a day and 7 days a week, if necessary to maintain the project schedule with no additional cost to the lab testing.
- Project Manager 24/7 contact. Supports in dispatching/canceling off hours our other services.
- Project Manager already visiting project weekly so NO COST for pre-construction or other meetings.
- Budget control - Monthly invoices show burn rate for the project based on task at 25%, 50% & 75% we will meet with district project team and demonstrate trending as to completion and budget.
- Prevailing wage applies and Smith Emery is registered with DIR and will submit Certified Payroll

Attachment B

Exhibit “B” – Schedule of Services

City Of Ontario OMUC NO UT1072
EUCLID AVE WATER SYSTEM

PREVAILING WAGE

PROJECT COST ESTIMATE

INSPECTIONS

SCOPE OF WORK	HOURS	RATE	TOTAL
GEOTECHNICAL ACI & ASPHALT TECHNICIAN			
EXHIBIT A SCOPE OF SERVICES: Full-time/as -needed observation and testing trench backfill-asphalt concrete-slurry-Concrete	1002	$ 104.00	$ 104,208.00
INSPECTIONS SUBTOTAL			$ 104,208.00

MATERIAL TESTING

TEST	UNITS	RATE	TOTAL
Extr. Oil content AC/ARHM	1	$ 75.00	$ 75.00
Concrete Cylinder Compression & Transport	16	$ 25.00	$ 400.00
Gradation aggregates bath plant samples	1	$ 75.00	$ 75.00
HVEEM		$ 175.00	$ 175.00
Max Density Soils/Agg Base	4	$ 125.00	$ 500.00
			$ -
			$ -
MATERIAL TESTING SUBTOTAL			$ 1225.00

ADD/ALT

Overtime/Double Time		1.35x / 1.78x	

ADMINISTRATIVE

	UNITS	RATE	TOTAL
10% Allowance			$ 11,281.33 -
Project Engineering & Management (**NO CHARGE**)			$ -
Documentation		7%	$ 7,380.31
ADMINISTRATIVE SUBTOTAL			$ 18,661.64

Estimate Total			$ 124,094.64

City Of Ontario Euclid Ave Waterline

Rates are guaranteed through June 30th, 2027. Project(s) rates are subject to California Prevailing Wages.

DESCRIPTION	HOURLY RATE
Field Technician Soils Technician, Asphalt Technician, Field ACI Technician (Includes truck and Nuclear gauge)	$104.00
Concrete Inspection Shoring, Foundations, Walls/Columns, Slabs on Grade, Elevated Slabs, Slabs-Metal Deck, Precast Plant, Gunite/Shotcrete, Pre-stress/Post-Tension, Batch Plant-Coring includes rig.	$104.00
Masonry Inspection Retaining Walls, Structural Walls, Stair Shaft, Veneer, Grouting, Repointing, Pressure Grouting	$104.00
Fireproofing Inspection Thickness Evaluation, Density Sampling, Repair Application, Adhesion/Cohesion	$104.00
Steel Field – Visual Inspection Weld (Frame, Deck, Rebar, Shoring, Misc.,) Curtain Wall, Procedure Qualification, Welder Qualification, Precast Panel	$104.00
Steel Field – Non-Destructive Testing (NDT) Ultrasonic, Magnetic Particle, Dye Penetrant	$104.00
Steel Shop – Visual Inspection Visual, Material I.D., Quantity Verification, Procedure Qualification, Welder Qualification	$104.00
Miscellaneous Inspection Electrical, Wood Frame, Finish Plumbing	$104.00
Concrete Compression Test, 6" x 12" cylinders, including hold, ASTM C39, each	$25.00
Mix Design, Determination of Proportions (3 business day turn-around,) each	$NC
Laboratory Trial Batch (includes slump, % air, unit weight, and up to 7 cylinders; ASTM C192, each	$700.00
Gunite and Shotcrete – Compression Test – 2", 4", 6" cores, including trimming, ASTM C42, each	$50.00
Masonry Prisms ASTM E 1314 – Laboratory Compression Test, 8" x 16", Grouted Prisms, each Compression Test, 12" x 24", Grouted Prisms, each	 $150.00 $200.00
Mortar and Grout UBC St'd 21-16 and 21-18 – Laboratory Compression Test, 2" x 4" Masonry Mortar Cylinder, each Compression Test, 2" Grout Cubes, each Compression Test, 3" x 6" Masonry Grout, each	$35.00
Reinforcing Steel ASTM A615/A1035 – Laboratory Tensile Test, No. 11 Bar or Smaller, each Bend Test, No. 11 Bar or Smaller, each	$55.00
Fireproofing Tests – Laboratory Oven Dry Density, per sample Adhesion/Cohesion Testing, per hour, 4 hour minimum	$50.00 $100.00
Aggregate Testing – Laboratory Los Angeles Rattler, ASTM C131, each Sand Equivalent, CA 217, each Sieve Analysis, Fine/Coarse, ASTM C136, each	$165.00 $80.00 $110.00
Asphalt Concrete Testing – Laboratory Asphalt Core Density, each Extraction, % Asphalt, ASTM D2172, Method A,B or C or CA 310, Excluding Ash Correction, each Maximum Density, Hveem, HVEEM CA 366, each	$35.00 $75.00 $175.00
Soil Properties Material Finer, #200 Sieve, ASTM D1140/C117, each Moisture-Density Relations of Soils, ASTM D1557, Method A, each "R" (Resistance) Value, CA 301, ASTM D2844, each Sieve Analysis of Combined Fine and Course, ASTM D422, each	$50.00 $125.00 $225.00 $175.00
Foundation Testing Atterberg Limits (LL, PI) ASTM D4318, each Expansion Index, UBC-18-2, ASTM D4829, each	$175.00 $110.00
Professional Staff, Registered Professional Engineer	No Charge
Administrative Fees	7%

- Minimum of four (4) hours notice is required to staff a job
- **Minimum Charges**
  - Show-up, no work performed: 2 hours
  - 2 hours: 1 to 2 hours of work completed
  - 4 hours: 2 to 4 hours of work completed
  - 6 hours: 5 to 6 hours of work completed
  - 8 hours: 7 to 8 hours of work completed
- **Time and one-half**
  - Hours 9 through 12, Monday through Friday
  - Hours 1 through 12, Saturday
- **Double Time**
  - All hours after 12: Monday through Friday, all day Sunday
  - All holiday hours for in-plant, off-site shop inspections
- Engineer costs are included in the technician and inspector hourly rates.
- Re-inspection will only be required if materials or workmanship fail, and it is not corrected the same day; requiring a technician or inspector to go out to the job solely to re-inspect.
- There will be **no charge** for travel time or equipment.

CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **PUBLIC HEARINGS**
Department: Housing Prepared By: Albert Ramirez Department: Prepared By: Albert Ramirez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Reviewed By: Albert Ramirez, Lacey A Rightmer, Kelly Zackmann Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: **A RESOLUTION DECLARING CITY-OWNED PROPERTY LOCATED AT 801 S. MOUNTAIN AVENUE (ASSESSOR'S PARCEL NO. 1011-382-09) AND 1045 W. MISSION BOULEVARD (ASSESSOR'S PARCEL NO. 1011-382-65) AS EXEMPT SURPLUS LAND FOR AFFORDABLE HOUSING DEVELOPMENT**

RECOMMENDATION: That the Housing Authority adopt a Resolution declaring the two properties located at 801 S. Mountain, identified with Assessor's Parcel No. 1011-382-09 and 1045 W. Mission Boulevard, identified with Assessor's Parcel No. 1011-382-65, as Exempt Surplus Land pursuant to Government Code Section 54221 (f) (1)(F).

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the Growth and Evolution of the City's Economy

FISCAL IMPACT: There is no direct fiscal impact associated with this action. Adoption of the Resolution will allow the City to proceed with the process of developing affordable housing on the properties.

BACKGROUND & ANALYSIS: The Ontario Housing Authority ("OHA") owns approximately 1.28 acres of real property located at 801 S. Mountain, identified with Assessor's Parcel No. 1011-382-09, and 1045 W. Mission Boulevard, identified with Assessor's Parcel No. 1011-382-65, described and depicted in Exhibit "A" of the attached Resolution ("Properties"). Previously, three small commercial businesses occupied the Properties and a deteriorated motel that had become a nuisance to the surrounding area due to recurring illegal activity and frequent safety concerns. The site's condition negatively affected the area, posing challenges with lighting, safety, and neighborhood quality. OHA acquired the properties with the intent of facilitating future affordable housing development.

The Surplus Land Act ("SLA") (California Government Code Section 54220 et. seq.) establishes

procedures that local agencies must follow before they sell or transfer public property that is no longer needed for government use. Under SLA, local agencies must formally classify public property as either "surplus land" or "exempt surplus land" and create written findings to support the classification.

New State legislation (AB 1486, effective January 1, 2020) strengthened the requirements of the Surplus Land Act by prioritizing the availability of surplus land for affordable housing development and other public uses. However, some properties qualify as exempt surplus land and are not subject to the notice, solicitation, and negotiation requirements otherwise required under the Act.

After review, Staff has determined that the Properties qualify as Exempt Surplus Land pursuant to Government Code Section 54221 (f)(1)(F). This exemption is applicable because a housing authority owns the Properties and they are designated for affordable housing development.

The proposed project will be a 100% affordable rental housing development that will provide long-term housing opportunities for low- and moderate-income households within the City. To ensure long-term affordability, the project will include a recorded affordability covenant requiring the units to remain affordable for at least 55 years, consistent with State funding requirements.

The Properties do not sit in any areas that would prevent qualifying for the exemption, including coastal zones, land adjacent to a historical unit of the State Parks System, land listed on or determined eligible for the National Register of Historic Places, or land located within the Lake Tahoe region.

Declaring the Properties as Exempt Surplus Land will allow OHA to move forward with facilitating affordable housing development at the Properties, supporting the City's housing goals and OHA's mission to expand housing opportunities and promote housing stability for low-income households.

Staff recommends the adoption of the Resolution, allowing the affordable housing project to move forward under State law.

RESOLUTION NO. _____

A RESOLUTION OF THE ONTARIO HOUSING AUTHORITY OF THE CITY OF ONTARIO, CALIFORNIA, DECLARING A HOUSING AUTHORITY-OWNED LAND TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(F).

RECITALS:

WHEREAS, the Ontario Housing Authority ("OHA") is the owner of that certain real property located within the City of Ontario, California, on 801 S. Mountain, (Assessor's Parcel No. 1011-382-09) and 1045 W. Mission, (Assessor's Parcel No. 1011-382-65), and more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Property is proposed to be developed as a 100% affordable rental housing project, intended to provide housing opportunities for low- and moderate-income households within the City: and

WHEREAS, the maximum affordable sales price or rent level shall not be higher than 20 percent below the median market rents or sales prices for the neighborhood in which the Property is located; and

WHEREAS, the proposed development will be subject to a recorded affordability covenant requiring the units to remain affordable for a minimum period of fifty-five (55) years, thereby ensuring long-term housing affordability and compliance with applicable funding requirements: and

WHEREAS, for the purposes of Government Code Section 54221(f)(2), the Property does not qualify as land within a coastal zone, land adjacent to a historical unit of the State Parks System, land listed on or determined by the State Office of Historic Preservation as eligible for the National Register of Historic Places, or land within the Lake Tahoe region; and

WHEREAS, the development of the Property will further the OHA's mission to expand the supply of affordable housing and promote housing stability within the community; and

WHEREAS, pursuant to California Government Code Section 54221 (f)(1)(F), real property owned by a housing authority that is restricted for use for affordable housing is exempt from the requirements of the Surplus Land Act (Government Code Section 54220 et. seq.); and

WHEREAS, the OHA further finds that declaring the Property exempt from the Surplus Land Act will facilitate the timely development of affordable housing and avoid unnecessary delays that could adversely impact project feasibility and funding; and

WHEREAS, the OHA desires to formally declare the Property exempt from the Surplus Land Act in accordance with Government Code Section 54221(f)(1)(F); and

WHEREAS, the OHA finds and determines that the Property will be utilized for affordable housing purposes and will be subject to enforceable affordability restrictions consistent with the requirements of Government Code Section 54221(f)(1)(F).

NOW, THEREFORE, BE IT RESOLVED BY THE City of Ontario Housing Authority, as follows:

SECTION 1. The above recitals and findings are incorporated herein as if set forth herein in full.

SECTION 2. The Property, as described herein and in Exhibit "A," is hereby declared to be exempt surplus land pursuant to California Government Code Section 54221(f)(1)(F), as it is owned by a housing authority and will be restricted for use as affordable housing.

SECTION 3. The Ontario Housing Authority affirms that the Property will be developed as a 100% affordable rental housing project and will be subject to a recorded affordability covenant for a minimum of fifty-five (55) years to ensure long-terms affordability for qualifying households.

SECTION 4. The Executive Director or his designee is hereby authorized and directed to take all actions necessary to implement this Resolution, including by not limited to executing documents, recording affordability covenants and completing any required fillings or notifications with the California Department of Housing and Community Development or other applicable agencies.

SECTION 5. The Secretary of the Ontario Housing Authority shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of July 2026.

_____
PAUL S. LEON, CHAIRMAN

ATTEST:

_____
SHEILA MAUTZ, AUTHORITY SECRETARY

APPROVED AS TO FORM:

_____
AUTHORITY COUNSEL

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

I, SHEILA MAUTZ, Secretary of the Ontario Housing Authority, DO HEREBY CERTIFY that the foregoing Resolution No. OHA- was duly passed and adopted by the Board Members of the Ontario Housing Authority at their regular meeting held July 7, 2026 by the following roll call vote, to wit:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

_____
SHEILA MAUTZ, AUTHORITY SECRETARY

(SEAL)

The foregoing is the original of Resolution No. OHA- duly passed and adopted by the Ontario Housing Authority at their regular meeting held July 7, 2026.

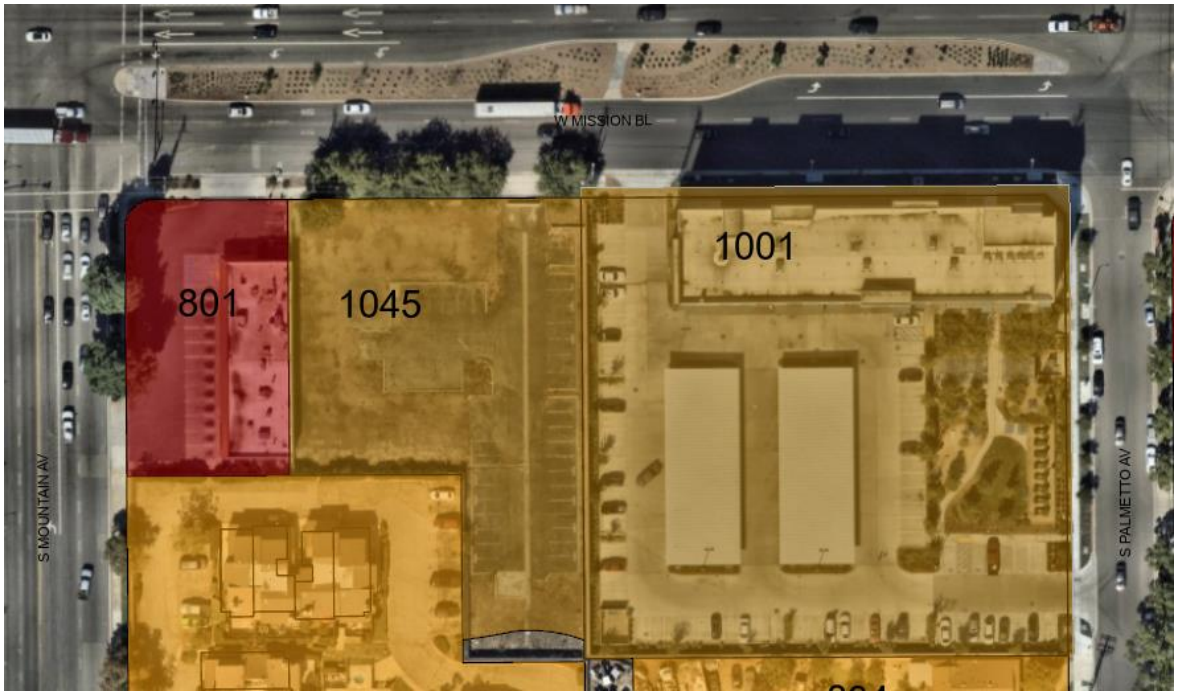
_____
SHEILA MAUTZ, AUTHORITY SECRETARY

(SEAL)

EXHIBIT A

PROPERTY

County: San Bernardino
Assessor: Josie Gonzales
Property Address and Parcel No. (APN): (801 S. Mountain) 1011-382-09 and (1045 W. Mission) 1011-382-65
Owner Name: Ontario Housing Authority
Mailing Address: 303 E B Street, Ontario, CA 91764



CITY OF ONTARIO *Agenda Report* **July 7, 2026**	**SECTION:** **ADMINISTRATIVE REPORTS/DISCUSSION/ACTION**
Department: Fire Department Prepared By: Sagar Patel Staff Member Presenting: Mike Gerken, Fire Chief Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: **AMENDMENT OF TO SECTION 4-21.05 (A) ADMINISTRATIVE FINES, OF THE ONTARIO MUNICIPAL CODE PERTAINING TO MANAGING THE CITY'S RESPONSE TO FIREWORKS FEES AND FINES**

RECOMMENDATION: That the City Council amend Section 4-21.05(a) Administrative Fines of the Ontario Municipal code relating to fines for illegal use of fireworks, pyrotechnic devices, explosives, destructive devices or their components and establishing the amount of the fees and fines set forth in this section shall be specified in the City Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: This recommended action amends the fee structure from Section 4-21.5(a) of the Ontario Municipal Code and provides for the revenue fee structure to be included in the City Fee Schedule that will be presented to City Council in separate actions for consideration approved by Resolution.

BACKGROUND & ANALYSIS: The Ontario City Council is committed to safeguarding the health, safety, and welfare of its residents and maintaining a high quality of life throughout the community. As such, it is the City's priority to protect its residents from activities such as the use of illegal fireworks.

Illegal fireworks pose a significant threat to public safety and community well-being. Their use increases the risk of residential, commercial, and vegetation fires. Fireworks-related incidents can result in serious injuries, property damage, and disruptions to critical infrastructure. Additionally, the illegal use of fireworks places increased demands on fire, law enforcement, and emergency medical personnel, requiring the diversion of resources from other emergency incidents and public safety priorities.

Beyond the immediate safety concerns, illegal fireworks negatively impact the quality of life for residents by generating excessive noise, disturbing families, seniors, and individuals with medical

conditions, and triggering stress and anxiety for veterans and others affected by post-traumatic stress disorder (PTSD). Fireworks also contribute to environmental pollution through smoke, litter, and chemical residue, while causing distress to pets and wildlife. Collectively, these impacts create substantial financial and operational costs for the community and underscore the importance of continued enforcement, public education, and prevention efforts.

In an effort to deter the use of illegal fireworks, on Tuesday June 23, 2026, City Council directed Staff to create an escalating fee structure of $1,000 for a first citation, $2,000 for a second citation, and $3,000 for a third citation and to be specified in the City Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AMENDING THE ADMINISTRATIVE FINES AS ESTABLISHED IN CHAPTER 21, TITLE 4, SUBSECTION (A) OF THE ONTARIO MUNICIPAL CODE THAT PROHIBIT THE POSSESSION, USE, STORAGE OR MANUFACTURE OF FIREWORKS, PYROTECHNIC DEVICES, EXPLOSIVES, DESTRUCTIVE DEVICES OR THEIR COMPONENTS AND ESTABLISHING ADMINISTRATIVE FINES FOR VIOLATIONS THEREOF.

WHEREAS, hundreds of fires cause property destruction in California each year by the private use of all types of fireworks; and

WHEREAS, the City of Ontario faces an increasing incidence of the use of all types of fireworks, both on public and private property; and

WHEREAS, the City of Ontario and the County of San Bernardino have experienced serious injuries and property destruction by all types of fireworks; and

WHEREAS, thousands of pounds of illegal or dangerous fireworks flow into the City of Ontario and San Bernardino County from neighboring jurisdictions; and

WHEREAS, it costs the taxpayers in the City of Ontario thousands of dollars for response, investigation, and disposal of illegal or dangerous fireworks and explosives; and

WHEREAS, illegal and dangerous fireworks, especially "safe and sane" class fireworks, are being used to construct dangerous improvised explosive devices (IED's); and

WHEREAS, the possession, use, transport and discharge of illegal or dangerous fireworks and explosives creates a burden and threat upon the lives and property of the citizens of Ontario, as well as those visiting and traveling through the City of Ontario; and

WHEREAS, the use of illegal fireworks continue to be a significant public safety concern due to the risks of injury, property damage, and risk of fire; and

WHEREAS, Government Code section 53069.4 authorizes the City of Ontario to make any violation of any ordinance enacted by the City subject to an administrative fine or penalty.

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

SECTION 1. REGARDING 4-21.05 Administrative Fines Subsection (a) shall be amended to read as follow:

"The amount of the fees and fines set forth in this section shall be specified in the City Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council."

SECTION 2. The Mayor shall sign this Ordinance, and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within fifteen (15) days of the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this ___ day of July 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 July 7, 2026 and adopted at the regular meeting held by the following roll call vote, to wit:

AYES: MAYOR/COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. ____ duly passed and adopted by the Ontario City Council at their regular meeting held 2026 and that Summaries of the Ordinance were published on _____ and _____, in the Inland Valley Daily Bulletin newspaper.

_____
SHEILA MAUTZ, CITY CLERK